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*Attorney for Plaintiffs*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS**

JANE DOE, TOBY CROSS; individually,  
and on behalf of a themselves and all others  
similarly situated individuals,

Plaintiffs,

V.

COMPACT INFORMATION SYSTEMS,  
INC., a Washington Corporation; DATA  
SOLUTIONS OF AMERICA, INC., a  
Florida Corporation; ELIZABETH M.  
BLANK, a Florida Individual;  
ENDURANCE WARRANTY SERVICES, a  
Illinois Corporation; KMB Statistics, LLC, a  
Florida Corporation; and Doe Individuals  
and Corporations 1-100 inclusive,

Defendants.

CASE No.

JURY DEMAND

COMPLAINT FOR:

1. Violations of the Driver's Privacy Protection Act, 18 U.S.C. §2721;
2. Violations of the State Motor Vehicle Records Disclosure Acts;
3. Breach of Bailment;
4. Conversion;
5. Invasion of Privacy and Seclusion and Public Disclosure of Private Facts;
6. Negligence;
7. Trespass to Personal Property / Chattels; and
8. Unjust Enrichment

Plaintiffs, Jane Doe and Toby Cross, on behalf of themselves and all others similarly situated, by and through their attorneys, Law Offices of Joseph H. Malley, P.C., as and for their complaint, and demanding trial by jury, allege as follows upon information and belief, based upon, *inter alia*, investigation conducted by and through their attorneys, which are alleged upon knowledge, bring this legal action against Defendants Compact Information Systems, Inc., Data

1 Solutions of America, Inc., Elizabeth M. Blank, Endurance Warranty Services, KMB Statistics,  
2 LLC, and Doe Individuals and Corporations 1-100 inclusive. Plaintiffs' allegations as to  
3 themselves and their own actions, as set forth herein, are based upon their personal knowledge,  
4 and all other allegations are based upon information and belief pursuant to the investigations of  
5 counsel. Based upon such investigations, Plaintiffs believe that substantial evidentiary support  
6 exists for the allegations herein, or that such allegations are likely to have evidentiary support  
7 after a reasonable opportunity for further investigation and discovery.  
8

9       The true names and capacities, whether individual, corporate, associate, director, officer,  
10 agent, its employees, officers, directors, legal representatives, heirs, assigns, successors,  
11 individual or corporate entities acting within a partnership, joint venture, trust, association,  
12 union, subsidiaries, whether wholly or partially owned, divisions, whether incorporated or not,  
13 affiliates, branches, joint ventures, franchises, operations under assumed names, websites, and  
14 entities over which it exercises supervision or control, or group of individuals associated in fact,  
15 although not a legal entity, or other legal entity, of each of the Defendant Doe Individuals and  
16 Corporations 1-100 inclusive (hereinafter referred collectively to as "Doe"), are unknown to  
17 Plaintiffs at this time and therefore Plaintiffs sues Doe, by such fictitious names. Plaintiffs will  
18 ask leave of the Court to amend this complaint to show the true names and capacities of Doe  
19 when that information is ascertained. Plaintiffs are informed and believe, and thereon alleges,  
20 that each of the Defendants designated herein as a Doe are legally responsible in some manner,  
21 for the performance of the acts and omissions described below, and are liable for the events and  
22 happenings alleged and, in such manner, proximately caused harm to Plaintiffs as further alleged.  
23  
24  
25

26       Defendants, and each of them, are individually sued as participants, co-conspirators, and  
27 aiders and abettors in the improper acts, plans, schemes, and transactions, including but not  
28 limited to acts, whether individual, corporate, associate, director, officer, agent, its employees,

1 officers, directors, legal representatives, heirs, assigns, successors, individual or corporate  
2 entities acting within a partnership, joint venture, trust, association, union, subsidiaries, whether  
3 wholly or partially owned, divisions, whether incorporated or not, affiliates, branches, joint  
4 ventures, franchises, operations under assumed names, websites, and entities over which it  
5 exercises supervision or control, or group of individuals associated in fact, although not a legal  
6 entity, or other legal entity, of each of the Defendants, that are the subject of this complaint.  
7

## 8 **I. NATURE OF THE ACTION**

9 1. Plaintiffs bring this consumer Class Action lawsuit pursuant to Federal Rules of  
10 Civil Procedure 23(a), (b)(1), (b)(2), and (b)(3), on behalf of themselves and a proposed class of  
11 similarly situated Individuals, (hereinafter referred to as "Class Members"), who were victims of  
12 unfair, deceptive, and unlawful business practices; wherein their privacy and security rights,  
13 were violated by Elizabeth M. Blank (hereinafter referred individually to as "Blank"), KMB  
14 Statistics, LLC (hereinafter referred individually to as "KMB"), Data Solutions of America, Inc.  
15 (hereinafter referred individually to as "DSOA"), and hereinafter referred collectively to as  
16 "Blank Entities", and Compact Information Systems, Inc. (hereinafter referred to individually as  
17 "CIS"), that acted independently, and in concert, and each knowingly authorized, directed,  
18 ratified, approved, acquiesced, or participated, in conduct made the basis of this class action,  
19 acting in a capacity best described as "Suppliers," acting independently, and in concert, with  
20 Endurance Warranty Services (hereinafter referred to individually as "EWS"), and Doe  
21 individuals and corporations 1-100 inclusive, (hereinafter referred individually to as Doe, and  
22 collectively to with Endurance Warranty Services as "CIS Affiliates"), and each knowingly  
23 authorized, directed, ratified, approved, acquiesced, or participated, in conduct made the basis of  
24 this class action, in a capacity best described to as "Dealers", in acts that include one (1) or more  
25 of the following:  
26  
27  
28

- 1) Obtain, directly or indirectly, Plaintiffs' and Class Members' Motor Vehicle Records (hereinafter referred to as MVRs"), maintained by the State Motor Vehicle Department, for purposes that violate the Driver's Privacy Protection Act (hereinafter referred to as "DPPA");
- 2) Use, process, and re-disclose, Plaintiffs' and Class Members' MVRs for purposes that violate the DPPA;
- 3) Resell Plaintiffs' and Class Members' MVRs for purposes that violate DPPA;
- 4) Purchase, directly or indirectly, Plaintiffs' and Class Members' MVRs to market and solicit Plaintiffs' and Class Members', without their express consent, for purposes that violate the DPPA.

2. The nature of this action includes a sequence of events wherein Defendants obtained, directly or indirectly, Plaintiffs' and Class Members' motor vehicle records from State Motor Vehicle Departments, for use in direct marketing and solicitation, without authorization and express consent, in order to perpetuate fraudulent activity that violated the Federal Driver Privacy Protection Act, and state driver privacy protection acts, referencing state laws implementing the Federal Driver's Privacy Protection Act within states, (hereinafter referred collectively to as "State Motor Vehicle Disclosure Acts"), perpetuating such activity in a heedless, willful, and wanton manner, knowingly disregarding the safety and privacy of Plaintiffs and Class Members, and on occasions, acting, or omitting to act, in a negligent manner.

3. Defendants acted independently, and in concert, and each knowingly authorized, directed, ratified, approved, acquiesced, or participated, in conduct made the basis of this class action. Defendants obtained Plaintiffs' and Class Members' MVRs to use, process, store, re-disclose, resell, and purchase Personal Identifying Information, derived in whole or part, from Plaintiffs' and Class Members' MVRs, maintained by the State Motor Vehicle Department in acts which include, but are not limited to, conducting, aiding and abetting, assisting, facilitating, participating in a pattern of conduct, an enterprise affecting interstate commerce, including as a Direct Market provider of MVRs, to market and solicit, directly or indirectly, Plaintiffs and Class

1 Members, without their express consent. Defendants accomplished such activity covertly,  
2 without actual notice or express consent, and which information Defendants obtained  
3 deceptively, for purposes which included Defendants' commercial gain and nefarious purposes.

4 4. On information and belief, each Defendant used additional parties to commit such  
5 acts, made the basis of this action, individually and jointly, both intentionally and negligently, in  
6 whole or part, acting as a direct, or contributory party, to the action made the basis of this action.  
7 Pending discovery of such Affiliates' involvement, acts complained of, and made the basis of  
8 this complaint, Plaintiffs will amend the complaint to include such parties.  
9

10 5. Defendants Elizabeth M. Blank, KMB, DSOA, and CIS acting individually, and  
11 in concert, with Defendants' CIS Affiliates, have been systematically engaged in, and facilitated  
12 a covert operation of, in whole or part, the furtherance of a scheme to perpetuate an activity  
13 which included the marketing and solicitation of Plaintiffs and Class Members, without their  
14 express consent, violating the following:  
15

- 16 1) Violations of the Driver's Privacy Protection Act, 18 U.S.C.  
17 §2721;
- 18 2) Violations of the State Motor Vehicle Records Disclosure Acts;
- 19 3) Breach of Bailment;
- 20 4) Conversion;
- 21 5) Invasion of Privacy and Seclusion and Public Disclosure of Private  
22 Facts;
- 23 6) Negligence;
- 24 7) Trespass to Personal Property / Chattels; and
- 25 8) Unjust Enrichment

## 26 II. PARTIES

27 6. Plaintiff Jane Doe is an individual residing in Manatee County, Florida. Jane Doe  
28 is concerned about revealing her actual identity since she is a survivor of a domestic abuse

1 relationship. Jane Doe moved to Florida to avoid the abusive relationship, desiring that her  
2 former predator not have the ability to locate, stalk, and abuse her again, which may occur if the  
3 former predator has any possible means to access her present physical address. Plaintiff Jane Doe  
4 is outraged by the privacy implications made the basis of this action, terrified for her safety, and  
5 that of her new family, fearing that her motor vehicle records, which include her present physical  
6 address, have been obtained, re-disclosed, resold, and purchased by Defendants, without her  
7 express consent, and that Defendants may permit her personal information to be obtained, re-  
8 disclosed, resold, and purchased by third parties that would make them accessible to entities that  
9 own and operate online websites that sell motor vehicle records to anyone that merely clicks a  
10 webpage button claiming that they possess a DPPA permissible use, an open access without any  
11 control, thus possibly accessible by her former predator.  
12

13  
14 7. Jane Doe is a licensed and registered driver in the State of Florida. Plaintiff Doe's  
15 MVRs, includes name, address, VIN number, vehicle type, make, model, year, and license plate  
16 number. Plaintiffs' MVRs were obtained by Blank Entities and CIS, used, re-disclosed, resold,  
17 and purchased, directly or indirectly, by Defendant Endurance Warranty Services, within  
18 Florida, which resulted in marketing and solicitation letter being sent to Plaintiff Jane Doe by  
19 Defendant Endurance Warranty Services, without her express consent.  
20

21 8. Plaintiff Toby Cross is an individual residing in Anderson County, Texas, and is a  
22 licensed and registered driver in the State of Texas. Plaintiff Cross' motor vehicle records,  
23 includes name, address, VIN number, vehicle type, make, model, year, and license plate number.  
24 Plaintiffs' motor vehicle records were obtained by Blank Entities and CIS, used, re-disclosed,  
25 resold, and purchased by Defendant Endurance Warranty Services, within Texas, which resulted  
26 in a solicitation and marketing letter being sent to Plaintiff Cross by Defendant Endurance  
27 Warranty Services, without his express consent.  
28

1           9. Defendant Compact Information Systems, Inc., is a privately held Washington  
2 Corporation, headquartered at 7120 185<sup>th</sup> Ave NW, Suite 150, Redmond, Washington 98052,  
3 with offices in Florida and Texas. Defendant CIS has done business within the State of Texas  
4 during the Class Period.

5           10. Defendant Data Solutions of America, Inc., was a Florida profit corporation  
6 which incorporated on September 9, 2003, and filed an administrative dissolution on September  
7 28, 2012, partial dates within the Class Period. The President and registered agent was Elizabeth  
8 M. Blank, 913 SW 52<sup>nd</sup> Street, Cape Coral, Florida 33914, with a mailing and principal address  
9 of 1406 SE 46<sup>th</sup> Lane, Suite #5, Cape Coral, Florida 33904. On January 10, 2011, a profit  
10 corporation reinstatement was filed with the Florida Secretary of State, and noted its mailing  
11 address as a private mail box located at 1616-102 Cape Coral Pkwy PMB 135, Cape Coral,  
12 Florida 33914. Defendant Data Solutions of America, Inc. has done business within the State of  
13 Texas during the Class Period.

14           11. Defendant Elizabeth M. Blank is an individual, and on information and belief, a  
15 resident of Florida within the Class Period. Defendant Blank provided the Florida Secretary of  
16 State the following addresses: 5311 SW 9<sup>th</sup> Place, Cape Coral, Florida 33914, 917 SE 26<sup>th</sup> Street,  
17 Cape Coral, Florida 33904, and 913 SW 52<sup>nd</sup> St., Cape Coral, Florida 33904, apparent  
18 residences. Defendant Blank has done business within the State of Texas during the Class Period.

19           12. Defendant Endurance Warranty Service is a privately held Illinois Corporation,  
20 using "Endurance Direct" and "EWS" as assumed names, headquartered at 400 Skokie, # 105,  
21 Northbrook, IL 60062. Defendant EWS has done business within the State of Texas during the  
22 Class Period.

23           13. Defendant KMB Statistics, LLC was a privately held Florida Corporation,  
24 reportedly headquartered at 5311 S.W. 9<sup>th</sup> Place, Cape Coral, Florida 33914, and 913 SW 52<sup>nd</sup>  
25  
26  
27  
28

1 Street, Cape Coral, Florida 33914. KMB registered with the Florida Department of State's  
2 Division of Corporations on December 23, 2007, recording initially the registered agent as  
3 Marilyn M. Blank, 5311 SW 9<sup>th</sup> Place, Cape Coral, Florida 33914, then changing the registered  
4 agents to Elizabeth Blank, 917 SE 26<sup>th</sup> St., Cape Coral, Florida 33904. The Limited Liability  
5 Company's annual reports filed with the Florida Secretary of State noted managing  
6 members/managers Marilyn M. Blank and Kenneth D. Blank, located at 5311 SW 9<sup>th</sup> Place,  
7 Cape Coral, Florida 33914, and Elizabeth Blank, located at 917 SE 26<sup>th</sup> St., Cape Coral, Florida  
8 33904. Defendant Blank was President of KMB Statistics, LLC. On September 27, 2013, an  
9 administrative dissolution for KMB was filed. Defendant KMB Statistics, LLC has done  
10 business within the State of Texas during the Class Period.  
11

### 12 **III. JURISDICTION AND VENUE**

13  
14 14. This Court has jurisdiction over the subject matter jurisdiction of this action  
15 pursuant to 28 U.S.C. § 1331.

16 15. This Court has jurisdiction over Defendant Compact Information Systems, Inc., a  
17 corporation which is headquartered in Washington, a citizen of the State of Washington, with  
18 offices and personnel located in Texas, doing business in Texas.  
19

20 16. This Court has jurisdiction over Defendant Data Solutions of America, Inc., a  
21 corporation which was headquartered in Florida, a citizen of the State of Florida, doing business  
22 in Texas.

23 17. This court has jurisdiction over Defendant Elizabeth M. Blank, an individual,  
24 presumptively a citizen of the State of Florida, transferring motor vehicle records from Florida to  
25 Texas, directing such to the static IP address of 64.49.219.228 during the class period, doing  
26 business in Texas.  
27

28 18. This Court has jurisdiction over Defendant Endurance Warranty Services, a



1 corporation headquartered in Illinois, a citizen of the State of Illinois, doing business in Texas.

2 19. This Court has jurisdiction over Defendants KMB Statistics, LLC, a corporation  
3 that was headquartered in Cape Coral, Florida, a citizen of the State of Florida, was doing  
4 business in Texas.

5 20. Plaintiff Cross is a citizen and resident of Texas and assert claims on behalf of a  
6 proposed class whose members are domiciled throughout the fifty states and the U.S. territories.  
7 There is minimal diversity of citizenship between proposed Class Members and Defendants.

8 21. This court has Federal question jurisdiction as the complaint alleges violations of  
9 the following:  
10

11 1) Violations of the Driver's Privacy Protection Act, 18 U.S.C. §2721;

12 22. Venue is proper in this District under 28 U.S.C. §1391(b) and (c) against  
13 Defendants. A substantial portion of the events and conduct giving rise to the violations of law  
14 complained of herein occurred within this state, and within this district.

15 23. Subject-matter jurisdiction exists in this Court related to this action pursuant to 28  
16 U.S.C. § 1332. The aggregate claims of Plaintiffs and the proposed Class Members exceed the  
17 sum or value of \$5,000,000.00.  
18

19 24. Venue is proper in this district and vests jurisdiction in the State of Texas and  
20 Federal Courts in this district, the location of their principal activity made the basis of this action.  
21 Thus, mandatory jurisdiction in this U.S. District Court vests for any Class Member, wherever  
22 they reside, which occurred within the United States. The application of the law should be  
23 applied to any Class Member, made the basis of this action, anywhere within the United States,  
24 as if any and all activity occurred entirely in Texas and to a Texas resident. Thus, citizens and  
25 residents of all states are Class Members, for all purposes related to this instant Complaint,  
26 similarly situated with respect to their rights and claims as Texas residents, and therefore are  
27 appropriately included as Class Members, regardless of their residency, or wherever the activity  
28

1 occurred made the basis of this action.

2 25. Minimal diversity of citizenship exists in this action, providing jurisdiction as  
3 proper in the Court, since Defendants conducted activity within this state and in this district  
4 during the class period, and Plaintiffs include citizens and residents of this state and district, and  
5 assert claims on behalf of a proposed class whose members are scattered throughout the fifty  
6 states and the U.S. territories; thus there is minimal diversity of citizenship between proposed  
7 Class Members and the Defendants.  
8

9 26. This is the judicial district wherein the basis of the conduct complained of herein  
10 involving the Defendants was implemented, in whole or part. The actual motor vehicle records  
11 were obtained from this state and then were used within the state and district; therefore all  
12 evidence of conduct as alleged in this complaint is located in this judicial district.  
13

#### 14 **IV. PLAINTIFFS' EXPERIENCES**

15 27. Plaintiffs ("Plaintiffs") are United States residents that have experienced the same  
16 occurrences as each and every Plaintiff named herein. Class Members are United States residents  
17 that experienced the same occurrences as Plaintiffs:  
18

19 a. Plaintiffs have registered a motor vehicle with the Motor Vehicle Department  
20 within their state. During the Class Period. Plaintiffs were legally obligated to provide personal  
21 and sensitive identifying information within the motor vehicle information provided to the State  
22 Motor Vehicle Department for purposes required by law, in order to be legally able to operate  
23 their vehicle within their state, an obligation that did not require the release of such to any  
24 individual or corporation that did not possess legal rights to access their motor vehicle records;  
25

26 b. Plaintiffs' motor vehicle records were obtained by Defendants KMB and Blank,  
27 for direct marketing and solicitation, directly or indirectly, without notice or express consent;  
28

c. Plaintiffs were unaware that Defendants KMB and Blank had procured their

1 motor vehicle records for impermissible DPPA purposes;

2 d. Plaintiffs were unaware that Defendants KMB and Blank used, re-disclosed, and  
3 resold their motor vehicle records to DSOA for impermissible DPPA purposes;

4 e. Plaintiffs were unaware that Defendants KMB, Blank, and DSOA had procured  
5 their motor vehicle records, then used, re-disclosed, and sold their motor vehicle records to CIS  
6 for impermissible DPPA purposes;

7 f. Plaintiffs were unaware that Defendant CIS had authorized, funded, and obtained  
8 directly their motor vehicle records from State Motor Vehicle Departments.

9 g. Plaintiffs were unaware that Defendant CIS had procured their motor vehicle  
10 records, directly and indirectly, then used, re-disclosed, and resold their motor vehicle records to  
11 CIS Affiliates for impermissible DPPA purposes;

12 h. Plaintiffs were unaware that Defendant CIS Affiliates had procured their motor  
13 vehicle records, then used and re-disclosed for impermissible DPPA purposes;

14 i. Plaintiffs were unaware that Defendant Blank was acting as a conduit for CIS, in  
15 her capacity as President of KMB, custodian of motor vehicle records provided by the state, and  
16 as Vice President of Vehicle Division at CIS, permitting access to their motor vehicle records for  
17 impermissible DPPA purposes;

18 j. Plaintiffs were unaware that Defendants KMB, Blank, DSOA, and CIS had acted  
19 independently, or in concert, and re-disclosed and resold their motor vehicle records to CIS  
20 Affiliates and Doe entities for impermissible DPPA purposes;

21 k. Plaintiffs did not provide express consent to the use of their motor vehicle records  
22 by Defendants for purposes that included direct marketing and solicitation;

23 l. Plaintiffs had one (1) or more of the CIS Affiliates send them a letter to directly  
24 market and solicit, data derived in whole or part, from Plaintiffs' and Class Members' motor  
25  
26  
27  
28

1 vehicle records;

2 m. Plaintiffs could not have learned about Defendants' access to their motor vehicle  
3 records except through unreasonably burdensome efforts, such as those required in the  
4 investigation underlying these allegations;

5 n. Plaintiffs became the victims of privacy and security violations due to  
6 Defendants' unauthorized access to, and use of, their motor vehicle records, actions based solely  
7 on Defendants' attempt to use such for commercial gains;

8 o. Plaintiffs' explicit interest is to maintain the privacy of their motor vehicle  
9 records; however Defendants continue to possess, use, re-disclose, resell, and purchase such  
10 data;  
11

12 p. Plaintiffs and Class Members have standing to bring this case under Article III of  
13 the United States Constitution. Plaintiffs and Class Members have standing by virtue of alleging  
14 concrete, tangible, and non-speculative injuries in fact, arising from violations of Federal  
15 Statutes. The law at issue herein create legal rights, the invasion of which creates standing.  
16 Plaintiffs and the Class Members are within the zone of persons sought to be protected by these  
17 laws, and if such parties cannot protect such interests and seek either remuneration or injunctive  
18 relief, they would have no mechanism available to hold Defendant accountable for such  
19 misconduct;  
20

21 q. Plaintiffs and Class Members have each suffered harm and as a result of  
22 Defendants' actions. Such losses constitute classic Article III injuries in terms of an  
23 uncompensated loss for which this Court can provide redress.  
24

25 r. Plaintiffs seek to have Defendants cease its unauthorized activities, seek remedies  
26 to obligate Defendants to discontinue such unauthorized activities in the future, provide notice of  
27 any and all uses of their motor vehicle records obtained thereof, obligate Defendants to destroy  
28

all such motor vehicle records, and recover damages.

## V. STATEMENT OF FACTS

### A. Introduction


EWS - Vehicle Division  
400 Skokie Blvd., #105  
Northbrook, IL 60062  
(866) 442-5552

PRESORTED  
FIRST CLASS MAIL  
U.S. POSTAGE  
PAID  
NORTHBROOK, IL  
PERMIT NO. 1731

Customer ID No.	Year/Manufacturer	Deadline Date
[REDACTED]	[REDACTED]	October 1st, 2012
for Discount		

### IMPORTANT VEHICLE NOTICE

[REDACTED]  
\*\*\*\*\*AUTO\*\*SCH 3-DIGIT 786 [REDACTED]  
[REDACTED]  
[REDACTED]

 Address redacted for safety and privacy concerns



28. For all consumers that have ever been harassed by telephone calls and letters selling auto warranties, wondered how these companies knew their Personal Identifying Information, including but not limited to, their name and address associated with the make, model, and year of their vehicle, had concerns that their home address was publicly being sold and possibly targeted, feared that their family's security was at risk and privacy violated, this class action will identify a source used to obtain this personal information and implement such unauthorized activities, and the elements of a business enterprise, implemented in whole or part by Defendants: obtaining State Motor Vehicle records, directly or indirectly, then re-disclosing, re-selling, and/or purchasing motor vehicle records ("MVRs"), to aid and abet in direct

1 marketing and solicitation, without the individuals' express consent, a violation of the Driver's  
2 Privacy Protection Act ("DPPA").

3 29. This class action relates only to activities that involve obtaining Plaintiffs' and  
4 Class Members' motor vehicle records, obtained impermissibly from the State Department of  
5 Motor Vehicles, then used, re-disclosed, resold, and purchased for purposes that involve direct  
6 marketing and solicitation of Plaintiffs and Class Members, without their express consent, a  
7 violation of the Driver's Privacy Protection Act (DPPA), 18 U.S.C. §2721 et seq. This class  
8 action does not relate to the deceptive, misleading, and fraudulent activity involved in the sale or  
9 service of purchased Vehicle Service Contracts ("VSCs") and Third Party Auto Warranties.  
10

11 30. The VSC and Third Party Auto Warranty Industry is the poster child for  
12 marketing abuses, illegal telemarketing, and deceptive mailers. It is a complex financial  
13 infrastructure, funded by a multitude of financial institutions. The core of this industry is  
14 "fueled" by illegally obtaining millions of motor vehicle records from State Motor Vehicle  
15 Departments to use as direct marketing and solicitation leads, without the consumer's express  
16 consent, disregarding the limitations on access:  
17

18 "Vehicle data can be tricky to compile and to source online – there are lots  
19 of laws and amendments to laws that cover the use of vehicle data and  
20 how it may be used... But rest assured, our list is 100% "permission-able  
21 use" (compliant with regulations) and our Automotive List team are  
22 experts in all the ins and outs, whys and how's of using the information to  
its fullest."

23 Compact Information Systems, "Compact now offers coast to coast customer service", 2011 /  
24 February, (last accessed October 28, 2013), online: <http://www.compactlists.com/2011/02/>.

25 31. State Attorney Generals investigating VSC and Third Party Auto Warranty  
26 companies' generally concentrate its consumer investigation on illegal deceptive sale and service  
27 practices, omitting investigations directed at impermissible DPPA motor vehicle record access,  
28 acts which provide the "grease" by obtaining lead generation databases to create and send  
marketing letters.

32. The Defendant's interest to obtain motor vehicle records exists because auto data compiled from State Motor Vehicle databases provide a wealth of data that is used for direct marketing and solicitation leads, albeit data obtained in violation of the DPPA. Millions of current motor vehicle records can be obtained from States on a continuous basis for a nominal fee. Texas alone reportedly sells thirty three million motor vehicle registration and title records to a multitude of Bulk Requestors on a monthly basis. Entities initially obtain the entire database of all records and then receive updates periodically. Entities that obtain motor vehicle records from the State Motor Vehicle Department for direct marketing and solicitation purposes claim DPPA permissible purposes, obtaining millions of motor vehicle records for a fee that equates merely to the cost to purchase one (1) Extended Auto Warranty or Vehicle Service Contract, a sum of about four thousand dollars (\$4,000.00). Bulk Requestors are willing to ignore the legal implications of the DPPA by providing false and misleading information to the State Motor Vehicle Departments that review its business practices prior to release of the motor vehicle records. Bulk Requestors then resell the motor vehicle records to entities involved in the direct marketing and solicitation industry, avoiding State Motor Vehicle Department detection:

**"The Complexities of Auto Data Compilation**

After a bunch of research lasting many months I've reached the conclusion there are only 5 major suppliers of auto data in the United States, which makes our recent acquisition of Data Solutions of America even more appetizing! Auto data is incredibly complicated to compile. The various governmental entities that have auto data have their own individual set of rules, and no one is able to really get their arms around the entirety of the data compilation paradigm in this space. The biggest and most well-known provider (names have been excluded here) actually models their data in order to create a national file.

A couple of compilers have "real" data, which is typically collected from after-market service and maintenance auto care providers, warranty data, insurance info, various types of promotions run by manufacturers, state government sources and driver data. Then there are those who compile using online sources and various other means, that not even I'm sure about! Our Compact National Auto List compilation methodology fits firmly in the "real" data category. We compile from the various sources

1 listed above. As we move forward preparing the file to be hosted on  
 2 www.compactlists.com, our web portal, we are discovering firsthand just  
 3 how intricate all aspects of this endeavor are, from the legislative side of  
 4 things (with the Driver Privacy Protection Act and subsequent Shelby Bill  
 5 Amendment) to the Boolean logic and business rules required to provide  
 6 you, the end user, with a site that makes sense and delivers on what the  
 7 data can offer.

8 The bottom line is that now I understand fully why there are so few  
 9 national auto data providers! This is not an easy subject to master, and  
 10 Compact is using all of its rich 22 year history, and highly experienced  
 11 data processing and programming staff, to launch the Compact National  
 12 Auto List – hopefully in the third final of March. When the site does go  
 13 live our goal is to simplify the complex nature of auto data purchasing by  
 14 being the first compiler to host a “real” auto data file on a feature rich  
 15 mapping platform. Be sure to try the CNAL product when it goes live to  
 16 see if we achieve our worthy goal.

17 Cheers Rich  
 18 Rich Lancaster  
 19 CEO”

20 Compact Information Systems, Rich Lancaster, “The Complexities of Auto Data Compilation”  
 21 2011 February 04, (last accessed November 19, 2013), online:  
 22 <http://www.compactlists.com/2011/02/04/the-complexities-of-auto-data-compilation/>.

23 33. The protections afforded consumers by the Driver’s Privacy Protection Act is  
 24 premised on a screening process limiting access to their motor vehicle records, an obligation also  
 25 imposed on any and all individuals and entities that obtain, re-disclose, and resell such data. The  
 26 DPPA imposes a duty on sellers, beginning with the State, to exercise reasonable care in  
 27 responding to requests to purchase the motor vehicle records. This duty is then transferred to  
 28 individuals or entities that have obtained the motor vehicle records when they are re-disclosing  
 and/or reselling the motor vehicle records. Such duty also exists for entities purchasing the motor  
 vehicle records from individuals or entities in possession or MVRs, a duty that includes, but is  
 not limited to, exercising reasonable care to confirm the authority of the reseller to possess the  
 motor vehicle records for resale. Individuals and entities that obtain, use, re-disclose, resell, and  
 purchase the motor vehicle records must follow screening policies and reasonable verification  
 measures. Defendants were either negligent, or totally disregarded such duty intentionally.



34. The DPPA's primary purpose is to protect the privacy and safety of all consumers that have provided information to the DMV, including Identification Cards issued to minor children and elderly, and a document within motor vehicle records sold to bulk requestors:

“Here's a real-life example of why audience is so important. A friend's 89-year-old mother recently visited the Department of Motor Vehicles (DMV) to get a photo ID. She no longer drives, but still needs an ID, and the DMV is the place to go for that. Local car dealers have access to some DMV information. This woman's name and address popped up on the list of individuals recently visiting the DMV. As a result, she began receiving offers for new cars. The (false) assumption made by local dealers was that she'd been to the DMV to get a driver's license. That direct mail effort had a ZERO percent chance of success. And it has nothing to do with credit mail being “old” technology.”

James Ravetti, TMR's Direct Mail and Marketing Blog, “Why Your Direct Mail Isn't Working (Hint: It's Not Due To Old Technology)”, February 7, 2013, (last accessed November 8, 2013), online: <http://info.tmrdirect.com/bid/113309/Why-Your-Direct-Mail-Isn-t-Working-Hint-Its-Not-Due-To-Old-Technology>.

35. The extended auto warranty and vehicle service contract industry that is involved with accessing and using motor vehicle records for impermissible purposes, exists at the “cost” of the consumer's privacy and security, creating a reasonable fear of present and future injury to consumers, especially Domestic Violence Victims, compelling abuse victims to take costly and burdensome measures to protect their privileged information from risk of access and probable harm. Some abuse victims attempt to avoid abuse by relocating their residence, apparently an act done in vain by Jane Doe. Once a domestic abusive victim attempts to flee to a new location, even if within the same state, they are legally obligated to notify the State Motor Vehicle Department of their change of address. Since available motor vehicle records can be obtained via a multitude of websites online for a nominal fee merely by the requesting party clicking a form response that they possess a DPPA permissible use, the abuse victims have a false sense of security since they have no knowledge that their motor vehicle records are “for sale”. Kristi Dyroff, an advocate with the National Organization for Victim Assistance, discussed the consequences to abuse victims from the improper access to motor vehicle records:

1 Kristy Dyroff, National Organization for Victim Assistance, "DPPA fails to provide protection  
2 for crime victims", October 30, 2013, (last accessed November 12, 2013), online:  
3 <http://www.trynova.org/category/nove-blog>.

4 **B. Defendants' Business Practices and Associations**

5 36. Defendants acted independently, and in concert, and each knowingly authorized,  
6 directed, ratified, approved, acquiesced, or participated, in conduct made the basis of this Class  
7 Action, in acts which include, but are not limited to, conducting, aiding and abetting, assisting,  
8 facilitating, participating, in a pattern of conduct, an enterprise affecting interstate commerce, to  
9 obtain motor vehicle records from State Motor Vehicle Departments, directly or indirectly, in  
10 order to use, re-disclose, resell, and purchase, for purposes that involve marketing and  
11 solicitation of Plaintiffs' and Class Members' motor vehicle records, without their express  
12 consent, as evidenced by the Defendants' business practices and associations.

13 37. Defendant Blank is an individual involved in the Direct Marketing business, acts  
14 as a Direct Market provider specializing in Direct Mail Targeted Lists, and provides assistance to  
15 Direct Marketing entities. Defendant Blank owned KMB Statistics, LLC, and Defendant Data  
16 Solutions of America, Inc.

17 38. Defendant KMB Statistics, LLC, was a corporation involved in the Direct  
18 Marketing business, acted as a Direct Market provider specializing in Direct Mail Targeted Lists,  
19 and provided assistance to Direct Marketing entities.

20 39. Defendant Blank, as President of KMB Statistics, LLC, entered into a purchase  
21 agreement on March 18, 2009 with the Texas Department of Motor Vehicles to obtain the Texas  
22 Motor Vehicle Registration database on a continuous and repeated basis. This agreement was  
23 terminated on November 30, 2011, violations of the DPPA.

24 40. Defendant Blank, as President of KMB Statistics, LLC, entered into a purchase  
25 agreement on May 15, 2009 with the Florida Department of Highway Safety and Motor Vehicle  
26

1 to obtain the Florida Motor Vehicle registration database on a continuous and repeated basis.

2 This agreement was terminated on May 14, 2012.

3 41. Defendant Data Solutions of America, Inc., was a corporation involved in the  
4 Direct Marketing business, acted as a Direct Market provider specializing in Direct Mail  
5 Targeted Lists, and provided assistance to Direct Marketing entities.

6 42. Defendant Data Solutions of America, Inc.'s website, <http://www.DSOAi.com> is  
7 no longer active, but an online archive described the company's description:  
8

9 "The Data Solutions of America team brings together over 20 years of  
10 direct marketing experience and list selection experience. We work  
11 directly with Marketing Companies, Mail Shops and Advertising Agencies  
12 offering competitive rates and access to the most current and accurate data  
13 this industry has to offer.

14 Data is just not data! All databases are not created equally. Each source  
15 has certain nuances based on their compilation methods and databases  
16 management that can significantly affect..."

17 The Wayback Machine, (last accessed October 10, 2013), online:  
18 <http://www.web.archive.org/web/20101114010259/http://DSOAi.com/about.html>.

19 43. Defendant Compact Information Systems is a company involved in the Direct  
20 Marketing business, acts as a Direct Market Provider specializing in Direct mail targeted lists,  
21 and provides assistance to Direct Marketing entities.

22 44. Defendant Compact Information Systems' website: <http://www.compactlists.com>  
23 describes the following business plan:

24 "Our mission is to drive the most sophisticated, online, direct marketing  
25 tools in to the hands of our customers – and to enable them to produce the  
26 most effective direct marketing campaigns through the use of the highest  
27 quality lists available on the market today. At Compact we believe the  
28 combination of our GEO-Direct technology and the accuracy and quality  
of our lists provide you with the very best solutions available"

Compact Information Systems, "About Compact Information Systems", 2013, (last accessed  
October 24, 2013), online: <http://www.compactlists.com/about-compact/>.

45. Defendant Blank, as President of Data Solutions of America, Inc., entered into a

1 purchase agreement in February 2011 with Defendant Compact Information Systems:

2 “In February 2011 Compact announced the acquisition of Data Solutions  
3 of America, Cape Coral, FL, and their vehicle database. This new data,  
4 now called the Compact National Auto List, will go live on the web portal  
5 in late February 2011.”

6 LinkedIn, “About Compact Information Systems, Inc.”, (last accessed November 8, 2013),  
7 online: <http://www.linkedin.com/company/compact-information-systems-inc>.

8 46. Compact Information Systems’ acquisition of Data Solutions of America  
9 (“DSOA”), an acquisition that did not include KMB, included the hiring of Defendant Blank and  
10 staff. Compact Information Systems provided a public release wherein it noted Data Solutions of  
11 America as a Leading National provider of Auto Data, an industry leader in compiling vehicle  
12 data for direct marketing purposes. Compact Information Systems also noted that Data Solutions  
13 of America’s “Auto file” would be branded as “Compact National Auto List”, and available  
14 through an electronic portal online at [www.compactlists.com](http://www.compactlists.com). Compact Information Systems  
15 also reinforced that Data Solutions of America’s “Auto data customers” should expect “no  
16 change”. Data Solutions of America’s “National Auto List” was a described as a unique product,  
17 unavailable anywhere else in the industry. The reason for this “uniqueness” though provided the  
18 basis of this class action:

19 “Compact now offers coast to coast customer service

20 With Compacts acquisition of Data Solutions of America (DSOA) we  
21 have acquired a sales and service office in Cape Coral, Florida – which  
22 now completes our coast to coast customer service offering to all of our  
23 clients. We will soon have all of our customer service reps trained up on  
24 all of our new products, as well as the new CSR’s in Florida trained up on  
25 Compacts core database products. Customers will be able to call any  
26 office during standard business hours for that time zone and receive  
27 excellent service.

28 We are so excited about the launch of the Compact National Auto List  
(CNAL), customers can purchase the list by contacting us directly for the  
time being, and then in a few short weeks the data will go live on the  
Compact Consumer List website.

Vehicle data can be tricky to compile and to source online – there are lots of laws and amendments to laws that cover the use of vehicle data and how it may be used... But rest assured, our list is 100% “permission-able use” (compliant with regulations) and our Automotive List team are experts in all the ins and outs, whys and how’s of using the information to its fullest.

If you want information on CNAL or any other Compact product or service don’t hesitate to ask us, whether you are on the east coast, west coast or in the middle of the country, there is an office in your time zone!

Mary McCarty  
List Services Manager”

Compact Information Systems, Mary McCarty, “Compact now offers coast to coast customer service”, 2011 February 04, (last accessed November 11, 2013), online: <http://www.compactlists.com/2011/02/>.

47. Defendant Blank’s association, employment, and contractual obligations within the Class Period, reportedly occurring concurrently, included the following:

1. President of KMB Statistics, LLC, headquartered at 5311 S.W. 9<sup>th</sup> Place, Cape Coral, Florida 33914, (239) 691-3084;
2. Legal Representative of KMB Statistics, LLC that entered into a contract with the State of Texas to obtain millions of motor vehicle records on a continuous basis;
3. Legal Representative of KMB Statistics, LLC that entered into a contract with the State of Florida to obtain millions of motor vehicle records on a continuous basis;
4. President of Data Solutions of America, Inc., 1406 S.E. 46<sup>th</sup> Lane, Suite #5, Cape Coral, Florida 33904, (239) 540-2992;
5. VP of Vehicle Division at Compact Information Systems, Inc., located at 7120 185<sup>th</sup> Ave NE, Redmond, Washington 98052;
6. Registered Agent for Compact Information Systems, Inc., a Florida foreign profit corporation, principal address: 7120 185<sup>th</sup> Ave NE, Redmond, Washington 98052, registered Agent’s address: 917 SE 26<sup>th</sup> St., Cape Coral, Florida 33904, an apparent residence.

48. Defendant Compact Information Systems compiles and aggregates consumer databases, including auto and real estate data. The use of real estate data derived from a state’s motor vehicle record databases can be used for marketing and solicitation of home warranties, a

1 common area of business many entities marketing and soliciting auto warranties also are  
 2 involved in, and common for lending entities, *Fidelity Fed. Bank & Trust v. Kehoe*, 547 U.S.  
 3 1051, 126 S.Ct. 1612, 164 L.Ed.2d 353 (2006).

4 49. Defendant Compact Information Systems providing a self-service online count  
 5 and order platform for data analysis, reportedly selling billions of records to online customers  
 6 with the business objective, “to satisfy all your Direct Marketing needs,” and describes its  
 7 business:  
 8

9 “Improving the Way You Prospect with Our Direct Marketing Lists

10 Over the last year, Compact has focused on developing a comprehensive  
 11 set of Consumer, Auto, and Business list prospecting tools, enabling users  
 12 to quickly and accurately target their next mailing.

13 Compact continues to focus on innovating in the marketplace and driving  
 14 features to improve user experience and to facilitate list creation. Simple  
 15 interfaces for complicated tasks have further empowered our users to build  
 16 the list they want to target their exact market.

17 The features and tools that Compact has built into the platforms have had  
 18 the benefit of Compact and its partners’ extensive experience in the  
 19 mailing industry. The combined experience that Compact draws from is  
 20 unrivaled in the industry, and is how we continue to deliver the best to our  
 21 users.

22 Speed of access has always been a point of emphasis, and Compact has  
 23 invested heavily in new tools available to few others in the industry to  
 24 improve count and report access times. Compact is focused on continuing  
 25 to improve the performance of our direct marketing list platforms, and  
 26 over the next few months, the results of that work will become evident.

27 Compact is dedicated to providing the best to its users, in service,”

28 Compact Information Systems, “Improving the Way You Prospect with Our Direct Marketing  
 Lists,” July 11, 2011, (last accessed October 9, 2013), online:  
<http://www.compactlists.com/2011/07/11/improving-the-way-you-prospect-with-our-direct-marketing-lists/>.

50. The “Compact National Auto List”, a consumer data compilation, derived in  
 whole or part from DSOA’s “National Auto List” database, provided “unique data”, and the  
 ability to formulate complex “selects” by prospective vendors:

1 “Sleepless Nights: Compact National Auto List

2 Compact’s acquisition of Data Solutions of America brings the much-  
3 anticipated Automotive, Boating, and Motorcycle selections to the  
4 Compact Consumer List (CCL) and the new Compact National Auto List  
5 (CNAL).

6 Together, our developers and compilers are using Compact’s unique data  
7 expertise to bring to our clients the most complex selects with our  
8 traditional attention to ease-of-use, speed, and accuracy. The challenges  
9 associated with bringing CNAL to market have precipitated sleepless  
10 nights for Compact developers, but we’re committed to being the best, to  
11 offering the best, to innovate and drive Compact to heights long-dismissed  
12 as impossible by our competitors.

13 The anticipated launch of CNAL is an exciting time for employees and  
14 customers alike, and as with our previous product launches, Compact is  
15 guaranteed to impress. The combination of expertise, technology, and  
16 talent will continue to drive Compact forward; sleepless nights translate to  
17 new features; and our clients will always experience only the best.

18 Eric Baum  
19 Director of Application Development

20 You can [leave a response](#), or [trackback](#) from your own site.

21 2 Responses to “Sleepless Nights: Compact National Auto List”



23 Steve Nyrhinen said:

24 model year are 1994-2009 for Acura, Honda, Toyota, Lexus, and  
25 Scion.

26 The zips are 80915, 80917, 80918, 80920, 80922, 80923..

27 I need counts and pricing please.

28 Steve Nyrhinen 719.955.4232

May 31st, 2011 at 13:01”

Compact Information Systems, Eric Baum, “Sleepless Nights: Compact National Auto List”,  
2011 February 07, (last accessed November 11, 2013), online:  
<http://www.compactlists.com/2011/02/07/sleepless-nights-compact-national-auto-list/>.

51. On August 2, 2011, a date within the class period, Compact Information Systems

1 acquired AccuData Holdings, Inc. as a subsidiary. AccuData Holdings, Inc., does business as  
 2 AccuData America and AccuData Integrated Marketing, headquartered at 5220 Summerlin  
 3 Commons Boulevard, Suite 200, Fort Myers, Florida 33907. These entities reportedly provide  
 4 database marketing services, offering data resources such as Direct Marketing leads:

5 “About AccuData Integrated Marketing

6  
 7 SUPERIOR DATA RESOURCES, ANALYTICS & DATABASE  
 8 TECHNOLOGY TO MEET DIRECT MARKETING OBJECTIVES

9 Like many of our competitors, AccuData® began as a mailing list  
 10 company. But over the years, we significantly upgraded and expanded our  
 11 offerings to provide a comprehensive range of the most advanced and  
 12 cost-effective marketing services available.

13 While AccuData continues to offer extensive selections of targeted  
 14 mailing lists, we’ve grown into a marketing analytics and database  
 15 marketing technology leader as well — and we’ve held that distinction for  
 16 over 20 years.

17 Of course, we do provide every targeted mailing list under the sun for  
 18 generating sales leads, including everything from consumer mailing lists  
 19 to business mailing lists, B2B mailing lists, email address lists and much  
 20 more. But we also offer powerful marketing analytics and advanced  
 21 database marketing technology to help marketers target their best  
 22 consumers and find prospects just like them.

23 Expert help for your direct marketing needs

24 What else sets AccuData apart? Our commitment to working in  
 25 partnership with you to enhance your integrated marketing campaigns. We  
 26 promise that we will do everything possible to help you grow your  
 27 business. Our integrated marketing services will help you boost  
 28 effectiveness and ROI across email, ecommerce and direct mail initiatives.

Specialties marketing, mailing lists, data, advertising, database, email  
 marketing”

AccuData Integrated Marketing, Products & Services, “SUPERIOR DATA RESOURCES,  
 ANALYTICS & DATABASE TECHNOLOGY TO MEET YOUR DIRECT MARKETING  
 OBJECTIVES”, (last accessed November 7, 2013), online:  
<http://www.linkedin.com/company/accudata-integrated-marketing/products>.

52. On March 5, 2012, a date within the Class Period, Compact Information Systems  
 acquired DaVinci Marketing Technologies, an additional entity involved as a involved Direct



Marketing provider specializing in targeted leads:

**“DaVinci to become part of AccuData Integrated Marketing, Driving the Technology Growth Strategy March 5, 2012**

FORT MYERS, FL— MARCH 6, 2012 — DaVinci Marketing Technologies, a direct marketing technology service provider, signed an acquisition agreement today with Compact Information Systems. DaVinci will now become part of the AccuData Integrated Marketing operating division, a wholly owned subsidiary of Compact.

About DaVinci

DaVinci Marketing Technologies is at the forefront of the Email Service Provider (ESP) industry. Its self-service ESP platform allows the use of CRM emails and acquisition emails using purchased or rented email lists. DaVinci enables email list management for targeted email communications to prospects and customers using geographic and demographic variables.”

“DaVinci Marketing Technologies Signs Acquisition Agreement with Compact Information Systems” (March 5, 2012) last accessed online at: <http://www.accudata.com/2012/03/05/davinci-marketing-technologies-signs-acquisition-agreement-compact-information-systems/>.

53. Defendant Endurance Warranty Services is a company that is involved in the Direct Marketing business, acts as a Direct Market Broker specializing in direct mail marketing and solicitation of Third Party Auto Warranties and Vehicle Service Contracts, and is provided assistance from direct marketing providers.

54. Defendant Endurance Warranty Services is the domain registrant for the website: <http://www.autoservicewarranty.com> and <http://www.endurancewarranty.com>, which describes its business as follows: “endurance is a nationally recognized automotive service contract provider. Endurance provides automotive service contracts direct to consumers whose auto manufacturer’s factory warranty has expired or is about to expire”.

55. Defendant Endurance Warranty Services’ marketing and solicitation correspondence includes its headquarters’ address as the return address and the telephone number (800) 442-5552. The individual’s vehicle information is included on the envelope. Endurance Warranty Services’ correspondence is sent with United States Postal permit number

1 1781 from Northbrook, Illinois. Century Automotive Service Corporation, Enterprise Financial  
2 Group, and Interstate National Dealer is noted within the correspondence as its VSC's  
3 administrators.

4 56. In order to summarize Defendants' business associations and practices in a plain,  
5 simple, and concise manner: DIRECT MARKETING representative (Blank) signed a contract on  
6 behalf of a DIRECT MARKETING company (KMB), which then re-disclosed the motor vehicle  
7 records to a DIRECT MARKETING company (DSOA), which then resold the motor vehicle  
8 records to a DIRECT MARKETING company (CIS), which then resold the motor vehicle  
9 records to EWS, a DIRECT MARKETING company, and to additional DIRECT MARKETING  
10 companies (Doe), in order to conduct DIRECT MARKETING of Plaintiffs and Class Members,  
11 without their express consent. To summarize the effects of Defendant's activities: Violations of  
12 the Driver's Privacy Protection Act.  
13  
14

15 **C. Anatomy of Vehicle Service Contract – Third Party Auto Warranty Industry**

16 57. In order to fully outline the activities of the Defendants, made the basis of this  
17 action, an understanding of Vehicle Service Contract and Third Party Warranty Industry is  
18 necessary, including knowing the product sold, participants, and the participants' functions.  
19 Vehicle Service Contracts and Third Party Warranties are the products, hereinafter referred  
20 collectively to as "VSCs". Although many people use the term "extended auto warranty", to  
21 describe a Vehicle Service Contract, the term is a misnomer, and they in fact are quite different  
22 from traditional warranties. A Vehicle Service Contract is an agreement by a third party to pay  
23 for the costs of repairing the consumer's vehicle. It is different than an automobile warranty,  
24 which is offered by the automobile manufacturer at the time of sale. A third party warranty is  
25 also not similar to a manufacturer's first party extended warranty, which uses original parts and  
26 factory-trained technicians to repair a vehicle at a dealership. Such description of the product  
27  
28

1 exists to deceive prospective purchasers of Vehicle Service Contracts and Third Party  
2 Warranties.

3 58. There are usually at least six principal participants in a VSC Industry: (1) the  
4 consumer who purchases the VSC (the “Consumer”), (2) the dealer that markets the VSC to the  
5 consumer (the “Dealer”), (3) the administrator that develops and administers the VSC itself and  
6 is the party obligated to reimburse the cost of covered repairs (the “Administrator”), (4) the risk  
7 retention group that guarantees to pay covered claims if the Administrator does not satisfy its  
8 obligation to the Consumer (the “Insurer”), and (5) the financing organization that enables the  
9 Consumer to pay for the VSC (the “Financing Organization”). The sixth principal participant is,  
10 “the supplier,” referencing individuals and entities that supply the leads originating from sources  
11 that include obtaining state motor vehicle records, and is the activity thereof that makes the basis  
12 of this action.  
13  
14

15 59. The VSC Industry is basically nothing more than a massive pyramid-like scheme,  
16 employing financial instruments to vertically integrate an association of entities requiring a “lead  
17 supply chain”. A state’s MVR database provides the most accurate and updated database of all  
18 licensed drivers and vehicles, providing a marketing database surpassing all other sources. As  
19 such, the VSC industry is involved with any and all means possible, at any costs, ignoring legal  
20 constraints, to procure this database. Once the database is obtained then the marketing and  
21 solicitation scheme can be implemented.  
22

23 60. The typical VSC transaction begins with consumers being first contacted by the  
24 “Dealer,” who acting as the agent for the Administrator, is the primary point of contact for the  
25 sale. VSC Dealers, use different media to market and sell VSCs to consumers, including direct  
26 mailings, and robo-calling. Due to recent State and Federal actions, robo-calling has all but  
27 ceased. VSCs are generally marketed and sold to individuals with older cars, or with higher  
28

1 mileage on their existing vehicles, who could not afford to purchase a newer vehicle. Data  
2 processing companies, using filter analytic entities, filter specific criteria from the MVR  
3 databases.

4 61. Consumers generally buy VSCs because they are misled into believing that they  
5 are buying an extended warranty on their vehicles, VSC Dealers attempt to sell and market  
6 VSC's in a false, deceptive, and misleading manner, including the following methods:  
7

- 8 1. Representing that a consumer's motor vehicle warranty has expired, or is  
9 about to expire, when such statement is not true or cannot be  
substantiated;
- 10 2. Misrepresenting the nature of the vehicle service contract as a "warranty,"  
11 "factory warranty," or "extended warranty," when in fact the product  
12 being sold is not a "warranty," "factory warranty," or "extended  
warranty";
- 13 3. Representing that Defendants had pre-existing relationship with a  
14 consumer when such a relationship did not exist;

15 62. The dealer can operate many companies, filing multiple corporations with  
16 different names, and changing business location and telephone numbers periodically to avoid  
17 detection when problems occur, continuing to maintain the symbiotic relationship with  
18 administrators that are fully aware of the reasons for such activities.

19 63. Once the consumer agrees to purchase a VSC, the consumer usually makes a  
20 down payment of at least 5% of the cost of the VSC (the "Down Payment") by using a credit or  
21 debit card. After making the Down Payment, the consumer receives a packet of materials,  
22 including a copy of the VSC, and payment information. The dealer is not a party to the VSC, it is  
23 an agreement between the administrator and consumer. As part of the sales transaction, the  
24 consumer is provided with the option of paying for the product through a monthly payment plan  
25 with finance company (the "Payment Plan Agreement" or "PPA"). The PPA is an agreement  
26 between the consumer, finance company, and the Administrator.  
27  
28

1           64.     The VSCs are designed by Administrators and insurance companies who also  
2 provide insurance for claims made by VSC customers under their VSCs. The Administrators  
3 adjudicate and pay claims submitted by the VSC customer. In order to circumvent the  
4 application of stringent state insurance laws, VSCs are cancelable at any time.

5           65.     The finance company's only role in the Vehicle Service Contract (VSC) industry  
6 – is the acquisition and servicing of payment plans originated by sellers of those VSCs. The  
7 finance company acquires the payment plans originated by the sellers of the VSCs (the  
8 “Sellers”). In consideration for the payment plan, the finance company pays both the Seller and  
9 the Administrator.  
10

11           66.     The finance company's role in the VSC sales process is a crucial source of  
12 liquidity for the various VSC parties. Upon the payment of the first monthly installment by the  
13 consumer, the finance company advances to the MVR Dealer the balance of its commission due  
14 on the sale of the VSC (this amount is referred to as the “Dealer Profit”).  
15

16           67.     The finance company also refrains from advancing (i.e., holdback) a portion of  
17 the Dealer profit if there is a failure to repay money owed due to a cancellation of a VSC  
18 (“Holdback Reserves”).  
19

20           68.     If the purchaser of a VSC cancels the VSC before making all payments required  
21 under the payment plan, there is an obligation to repay the finance company the “unearned”  
22 portion of the Dealer Profit that the finance company had previously advanced in connection  
23 with the purchase of that VSC (the “Dealer Refund”).  
24

25           69.     Everyone involved in the VSC transaction, except, of course, the consumer,  
26 knows that the Administrator is not actually going to pay for any repairs, routinely and  
27 unreasonably denying claims for repair. According to a May 2011 Better Business Bureau  
28 (“BBB”) VSC industry study, Administrators denied over 93% of the claims made.

1           70. Most consumers do not fall prey to the illegal and unethical activities of the  
2 Defendant's CIS Affiliates' sales practices; however all consumers fall prey to the Defendant's  
3 privacy and security violations by having their motor vehicle records accessed without their  
4 express consent, a deceptive practice that remained cloaked until a random request for  
5 information from the TxDMV revealed Defendant KMB and Blank's activities which provided a  
6 "roadmap" to associations between Defendants.  
7

8           **D. "Direct Marketing Stalkers" – WE KNOW WHERE YOU LIVE!**

9           71. Due to the multitude of direct marketing letters soliciting auto warranties and  
10 VSC's sent within the Texas region in the past eighteen (18) months, and requests for assistance  
11 by consumers concerned about access to their Personal Identifying Information contained in such  
12 letters, Freedom of Information Act ("F.O.I.A.") requests were sent to all State Motor Vehicle  
13 Departments. The responses to the F.O.I.A.'s revealed the parties that had obtained the motor  
14 vehicle records in bulk, but provided no records about entities obtaining the motor vehicle  
15 records, directly or indirectly, from the bulk requestors.  
16

17           72. The investigation to determine any and all individuals and entities involved in the  
18 unauthorized procurement, use, re-disclosure, resale, and purchase of motor vehicle records is a  
19 difficult process because motor vehicle records are often aggregated with additional data then  
20 redistributed to a multitude of third parties, thus any attempt to identify all parties within all of  
21 the hypothetical distribution "phases" is impractical. This inability to identify all hypothetical  
22 phases of the motor vehicle records distribution network, from the initial sale by the state to any  
23 and all individuals and entities obtaining, using, re-disclosing, reselling and purchasing the motor  
24 vehicle records, provides an ability to conceal DPPA violations. While the identity of  
25 participants in two (2) of the hypothetical phases of the MVR distribution network can be  
26 obtained, such as those involved in the procurement of the motor vehicle records from the state  
27  
28

1 to the bulk requester, referencing “Phase 1- Bulk Requester”, as can be the entities involved in  
2 mailing marketing letters to consumers, referencing “Phase 4- Dealer”, the resale from bulk  
3 requester to Direct Marketing providers, referencing “Phase 2- Data Mining”, and resale from  
4 Direct Marketing providers to Direct Marketers, referencing “Phase 3- Direct Marketers” is  
5 generally undiscoverable. This class action though discovered the proof of all participants, and  
6 the interaction thereof, within all four (4) hypothetical phases of motor vehicle record  
7 procurement: obtainment, re-disclosure, purchase, and marketing, thus enhancing the  
8 impermissible DPPA uses.  
9

10         73.     The reasons for an inability to dissect a hypothetical motor vehicle record  
11 distribution network is because many bulk requestors that obtain state motor vehicle records  
12 falsely claim DPPA permissible uses, or claim one (1) legitimate DPPA use, then use the motor  
13 vehicle records for non-legitimate purposes. Data mining entities obtain the motor vehicle  
14 records from bulk requestors then resell the motor vehicle records to a multitude of entities also  
15 without a DPPA permissible purpose. This inability to prove impermissible uses in all phases of  
16 MVR distribution has also been the flaw in all failed DPPA class actions related to the  
17 unauthorized access to motor vehicle records. Courts generally fail to allow discovery, focusing  
18 on interpreting the nuances of DPPA terms, such as “authorized recipient,” obligating the court  
19 to premise its analysis on accepting verbatim the bulk requestor’s claimed permissible DPPA  
20 uses, thus the court is unable to analyze the totality of all events involved in the unauthorized  
21 procurement, re-disclosure, resale, purchase, and use of the motor vehicle records. If courts were  
22 provided actual proof of the impermissible uses, then some recent rulings in this area would have  
23 reached a contrary ruling. Proving actual impermissible DPPA uses though has been the  
24 dilemma. This class action though is not premised upon such limitations. All hypothetical  
25 distribution “phases” of the Plaintiffs’ and Class Members’ motor vehicle records were  
26  
27  
28

1 discovered, revealing an interaction by all Defendants, and culminating in proof of DPPA  
2 violations.

3 74. In February 2013, Dallas, Texas NEWS Investigator Mireya Villarreal wrote a  
4 story regarding the sale of Texas Motor Vehicle Records:

5 <http://dfw.cbslocal.com/2013/02/11/cbs-11-investigaes-your-personal-information-for-sale-you->  
6 [cant-opt-out/](http://dfw.cbslocal.com/2013/02/11/cbs-11-investigaes-your-personal-information-for-sale-you-). The story was concerned about the sale of motor vehicle records, inability of  
7 residents to deny access to their motor vehicle records, and noted an interesting detail: “Since  
8 2000, only nine companies have been busted and banned for misusing the DMV data”.  
9 CBS 11, “CBS 11 Investigates: State Sells Personal Information & You Can’t Opt Out,”  
10 February 11, 2013, (last accessed October 11, 2013), online:  
11 <http://dfw.cbslocal.com/2013/02/11/cbs-11-investigates-your-personal-information-for-sale-you->  
12 [cant-opt-out/](http://dfw.cbslocal.com/2013/02/11/cbs-11-investigates-your-personal-information-for-sale-you-).

13 75. Due to issues within the Villareal news story, additional Freedom of Information  
14 Act (“F.O.I.A.”) requests were sent to the Texas Department of Motor Vehicles requesting  
15 information pertaining to the entities noted within this story. The response included information  
16 related to Defendant KMB, a company that appeared to be a small one (1) person entity, without  
17 a website or online history, and one that appeared without critical involvement in the extended  
18 auto warranty and VSC Industry. Additional investigation would reveal otherwise.  
19

20 76. The F.O.I.A. response provided by the Texas Motor Vehicle Department revealed  
21 that Elizabeth M. Blank, as President of KMB Statistics, LLC, had entered into a Service  
22 Contract for the purchase of Texas Motor Vehicle Title and Registration (“VTR”) Database, a  
23 contract made between the State of Texas, acting by and through the Texas Department of  
24 Transportation. The Texas Department of Transportation, Vehicle Titles and Registration (VTR)  
25 Division allows individuals or companies to establish a motor vehicle inquiry account that allows  
26 for remote electronic access, through the Internet via a secure Web site, to VTR records under  
27 certain conditions. The Texas Department of Transportation changed its title to the Texas  
28



1 Department of Motor Vehicles (“TxDMV”) on November 1, 2009, thus all reference to the  
2 TxDMV shall include the Texas Department of Transportation, vehicle titles and registration.  
3 The KMB contract was dated March 18, 2009 and was terminated by the State on November 30,  
4 2011 due to DPPA violations.

5         77. The KMB contract obligated KMB and Blank to abide by the Federal Driver’s  
6 Privacy Protection Act, State Motor Vehicle Records Disclosure Acts, and the Texas Department  
7 of Transportation Service Contract, a contract which emphasized that KMB and Blank must have  
8 DPPA permissible uses to obtain motor vehicle records. Such prohibited the obtainment,  
9 disclosure, and use of personal information maintained by the Texas Department of Motor  
10 Vehicles, unless such information is obtained, disclosed, or used according to specifically  
11 enumerated “permissible uses”.  
12

13  
14         78. Omitted from the Texas Department of Motor Vehicles’ F.O.I.A. responses  
15 though were documents pertaining to specific reasons for the KMB contract termination.  
16 Additional F.O.I.A.’s requests were then required that concentrated on inquiries into areas that  
17 apparently impeded an effective response about whether the Texas Department of Motor Vehicle  
18 had implemented any compliance procedures. The state’s eventual response answered both  
19 issues, and opened a “floodgate” of documents incriminating Defendants, individually and  
20 collectively, and an entire industry.  
21

22         79. The State of Texas Department of Motor Vehicles’ response to the F.O.I.A.  
23 request revealed that it had implemented a compliance procedure to determine if any person or  
24 entity obtaining motor vehicle records were using such for impermissible purposes, a procedure  
25 which involved inserting “test records”; hereinafter referred colloquially to as “fake MVRs”, a  
26 procedure to insert the test records into the weekly files that were provided to any and all bulk  
27 requestors of motor vehicle records, essentially to “track” motor vehicle records obtained by  
28

1 Bulk Requestors, without their notice. Each Bulk Requestor was individually assigned “fake  
 2 MVRs”, which included names, vehicle info, and even “fake” VIN numbers. This assignment of  
 3 specific fake MVR data would allow a mechanism to confirm improper uses. A valid address  
 4 was used in order for State Officials to receive any direct marketing and solicitation letters. Upon  
 5 receipt by a State Official, such letters would be correlated to its original source, thus identifying  
 6 individuals and companies involved in all hypothetical phases of the motor vehicle records  
 7 distribution. This compliance “trap” caught all the Defendants in violation of the DPPA, and  
 8 explained within a F.O.I.A. response by Texas Department of Motor Vehicle Representative,  
 9 Diane Emrick Dodson:

11 “With regards to KMS Statistics, the Division did not perform an audit as  
 12 described in the contract between the Department and KMB Statistics. To  
 13 determine whether a vendor is using the information contained in the data  
 14 from the Registration and Title System database in accordance with the  
 15 DPPA; the terms of the contract and the permitted use the vendor attests  
 to, the Division randomly inserts test records into the files provided to  
 vendors.

16 Attached are three solicitations that were made from three separate test  
 17 records that were included in the data provided to KMB Statistics. These  
 18 solicitations were are in direct violation of the terms of the contract and  
 19 resulted in the termination thereof. When the first solicitation was  
 20 received the contract was immediately terminated. Upon receipt of  
 subsequent solicitations, KMB Statistics was sent a decease and desist  
 letter.

21 Please contact me, if you have any questions or if additional information is  
 22 needed.

23 Diane Emrick-Dodson

24 TxDMV – Vehicle Titles and Registration Division”

25 80. An additional F.O.I.A. response, dated April 29, 2013, provided details of the  
 26 state’s compliance procedure, and explanation of the Defendants’ DPPA violations:

27 “As we have previously discussed, the Texas Department of Motor  
 28 Vehicles (TxDMV) – Vehicle Titles and Registration (VTR) takes its  
 responsibility to protect the personal information contained in the  
 Registration and Title System (RTS) database and prevent any misuse

1 very seriously. As a result of amendments made to the DPPA by the 106th  
 2 U.S. Congress, the State of Texas acted to insure the privacy of personal  
 3 information contained in the RTS by “opting out” all motor vehicle  
 4 owners. This means the TxDMV-VTR does not release personal  
 5 information from the motor vehicle registration and titling records unless  
 6 such release is required or permitted by law. The TxDMV-VTR strictly  
 7 prohibits the use of the personal information for marketing or soliciting  
 8 motor vehicles owners.

9 Although there are vendors who purchase motor vehicle records data from  
 10 the TxDMV, the use of this data is regulated by law and strict contractual  
 11 guidelines. If a vendor sells or uses the data in violation of the DPPA, their  
 12 contract is terminated and they are prohibited from purchasing the data in  
 13 the future. To identify vendors who may be using or selling the data which  
 14 is then misused, the Division implemented a means to verify potential  
 15 misuse. Periodically, the Department creates a series of “test records”.  
 16 Each test record or records is/are unique to a single vendor. Typically, a  
 17 different record is inserted into the weekly file a vendor receives for three  
 18 to four consecutive weeks. Vendors are not advised of this internal check  
 19 and balance.


20 We have provide to you copies of the checks wherein CIS paid for some  
 21 of the weekly update files on behalf of KMB Statistics. The letter  
 22 regarding the KMB Statistics contract termination and the subsequent  
 23 letter to cease and desist from further use of the data that have previously  
 24 been provided are the only documents regarding the Department’s action  
 25 to terminate the contract and to advise KMS Statistics to stop  
 26 using/distributing the data purchased from the TxDMV.

27 The records that were provided to KMB Statistics were FTP’d  
 28 electronically (file transfer protocol). KMB’s physical address is 7120  
 185th Avenue, NE – Redmond, WA 98052.

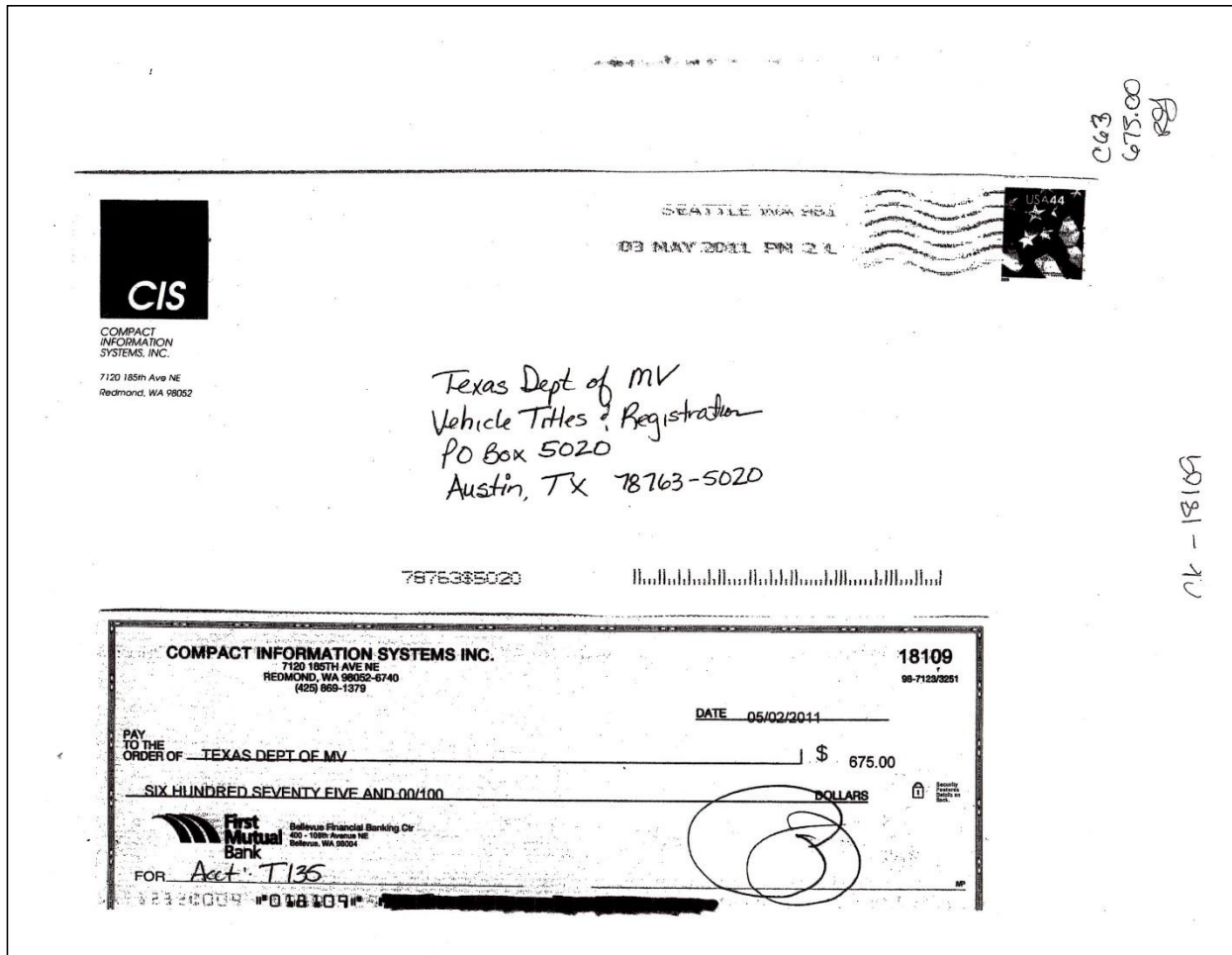
Diane Emrick-Dodson  
 TxDMV – Vehicle Titles and Registration Division.”

81. The F.O.I.A. responses revealed that KMB and Blank’s contract was terminated  
 due to one (1) or more DPPA violations involving Defendants, individually and in concert,  
 illegally obtaining and using the motor vehicle records for impermissible purposes, re-disclosing  
 and reselling motor vehicle records to unauthorized recipients, using motor vehicle records to  
 directly market and solicit Plaintiffs and Class Members, without their express consent, a  
 business plan exposed by “fake MVR” information being incorporated into direct marketing and  
 solicitation letter then sent to State Officials, as shown by some of the actual letters below. The

name, address, customer ID number, and any additional identifying information which would reveal the tracking data has been redacted, replaced with a black box so as not to provide Defendants the ability to warn, delete, or otherwise know which motor vehicle records are “fake MVRs”, or to notify any entities using the “fake MVRs”, thus permitting the continuous tracking of unauthorized uses of the motor vehicle records by Defendants and Doe entities, activities that continue to date as evidenced by responses to additional F.O.I.A.’s. The actual marketing and solicitation correspondence used by Defendant EWS, and received by State Officials was as follows:

EWS - Vehicle Division 400 Skokie Blvd., #105 Northbrook, IL 60062 (866) 442-5552		PRESORTED FIRST CLASS MAIL U.S. POSTAGE <b>PAID</b> NORTHBROOK, IL PERMIT NO. 1731
<b>Customer ID No.</b> [REDACTED]	<b>Year/Manufacturer</b> [REDACTED]	<b>Deadline Date</b> October 1st, 2012 for Discount
<b>IMPORTANT VEHICLE NOTICE</b>		
 *****AUTO**SCH 3-DIGIT 786 177 227 [REDACTED] [REDACTED]		

82. The most incriminating series of documents produced in response to the Texas Department of Motor Vehicles’ F.O.I.A. Requests revealed that Compact Information Systems had made monthly payments from March 2011 until November 2011, on behalf of KMB and Blank to obtain the motor vehicle records directly:



17 83. Upon further analysis and information provided within responses to the Texas  
 18 Department of Motor Vehicles F.O.I.A. Requests, in addition to F.O.I.A. responses provided by  
 19 other states, the outline of an organized “syndicate” emerged, producing a complex infrastructure  
 20 of individuals and entities that were acting in violation of the DPPA, and linked to one (1) or  
 21 more of the Defendants, which were acting as Direct Market providers or “suppliers” to many  
 22 entities using the motor vehicle records for marketing and solicitation, or “dealers”. This  
 23 information also provided the outline of an industry.

24  
 25 84. This class action may be the first notice to Defendants Blank, KMB, DSOA, and  
 26 CIS for the actual reasons for the Texas Department of Motor Vehicles contract termination,  
 27 since apparently the Texas Department of Motor Vehicles had not alerted these Defendants about  
 28 the specifics of its DPPA non-compliance. As such, the acts which caused the termination of the

1 contract, and made the basis of this action, continue to date. Recent state responses to F.O.I.A.'s  
 2 produced a multitude of additional entities using the motor vehicle records provided to  
 3 Defendant Blank entities and CIS for direct marketing and solicitation. Based upon information  
 4 and belief, the motor vehicle records continue to be sold to a multitude of entities, and such  
 5 entities remain unaware of the monitoring procedures attached to such motor vehicle records.

6  
 7 85. This class action will probably be the first notice to CIS Affiliates as to the  
 8 specifics of its DPPA non-compliance. As such, the "fake MVRs" continue to be used by CIS  
 9 Affiliates and it remains unaware of the monitoring procedures attached to the "fake MVRs".

10 86. On information provided, KMB and Blank initially obtained the Texas motor  
 11 vehicle records directly from March 2009 to February 2011, periods within the class period.  
 12 Reportedly the motor vehicle records were FTP'd electronically (file transfer protocol) provided  
 13 to KMB and Blank, and the physical address provided to the State was 5311 SW 9<sup>th</sup> Place, Cape  
 14 Coral, Florida 33914. Discovery shall be required to determine if KMB, Blank, and DSOA  
 15 provided Compact Information Systems, Endurance Warranty Services, or any other entities, the  
 16 motor vehicle records prior to February 2011.  
 17

18 87. In the first quarter of 2011 the association and activities between Defendant Blank  
 19 Entities and Compact Information Systems changed, including but not limited to, the following:  
 20

- 21 1. Defendant Blank was hired by Compact Information Systems in a  
 22 capacity as the Vice President of Compact Information Systems  
 23 Vehicle Division;
- 24 2. Compact Information Systems acquired Data Solutions of  
 25 America, Inc., an entity owned by Defendant Blank, omitting the  
 acquisition of KMB Statistics, LLC;
- 26 3. Compact Information Systems rebranded Data Solutions of  
 27 America, Inc.'s "National Auto List" as "Compact National Auto  
 List";
- 28 4. Compact Information Systems registered with the Florida  
 Secretary of State as a foreign profit corporation;

5. Compact Information Systems registered Defendant Blank as its registered agent in Florida;
6. KMB and Blank continued obtaining Texas motor vehicle records;
7. KMB and Blank redirected the flow of Texas motor vehicle records from its office in Florida to the Compact Information Systems office in Washington;
8. KMB and Blank continued obtaining Florida motor vehicle records. KMB and Blank had entered into a contract with the Florida Department of Highway Safety Motor Vehicles in order to obtain Florida motor vehicle records. The contract referenced as MOV, HSMV-1027-09, existed for the period between May 2009 – May 2012;
9. KMB and Blank continued directing the flow of Florida motor vehicle records to locations within Texas and Wisconsin, not Florida or Washington, to the following IP addresses:
  - 64.49.219.228= a static Internet Protocol address (“IP”), assigned to a Texas entity, located within the same city as CIS’ Texas office; and
  - 66.185.19.9=Wisconsin CyberLynk Network, Inc. (WCNI)
10. KMB Statistics, LLC and Blank notified Texas Department of Motor Vehicles of its new location: 7120 185<sup>th</sup> Ave NW, Suite 150, Redmond, Washington 98052, the Compact Information Systems address,
11. Compact Information Systems began making monthly payments directly to the State of Texas to obtain the motor vehicle records, on behalf of KMB and Blank, from March 2011 to November 2011 until the contract was terminated;
12. Compact Information Systems controller, Cris Lewis, become the vendor contact person for receipt of the Texas motor vehicle records pertaining to the KMB contract;
13. KMB and Blank continued to make payments directly to the State of Florida;
14. Defendant Blank remained as President of Data Solutions of America until it filed for dissolution on September 28, 2012;
15. Defendant Blank remained as President of KMB until it filed for dissolution on September 27, 2013;

88. Defendant Blank and KMB did not possess a DPPA permissible use, nor had any

intention to use the motor vehicle records for permitted uses within the DPPA. Defendant Blank had certified three (3) permissible uses, of the fourteen possible “permissible” purposes, on the Texas Department of Transportation service contract. Blank’s selections meant it was authorized to obtain, use, and resell motor vehicle information for the following purposes:

- 1) “B” which corresponds to the “normal course of business”, exception, referencing, “to verify the accuracy of personal information submitted by the individual to the business or agent, employee, or contractor of the business”;
- 2) “D” which corresponds to the “research” exception, referencing, “research or in producing statistical reports but only if the personal information is not published, re-disclosed, or used to contact any individual”, and
- 3) “E” which corresponds to the “insurance” exception, referencing, “an insurer or insurance support organization, or by a self-insured entity, or an agent, employee, or contractor of the entity, in connection with claims investigation activities, antifraud activities, rating, or underwriting.”

89. The contract included the following “Certification of Use”:

**ATTACHMENT A:  
CERTIFICATION OF USE**

*Note: Effective December 1, 2000, the State may release privacy protected personal information contained in motor vehicle records (MVRs), as defined in 18 U.S.C. §2725, only if the Purchaser certifies its intended uses of the information in this Attachment. Certified intended uses include only those uses for which the Purchaser itself will actually employ the information; certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Purchaser. If the Purchaser's intended use of the information is not one of the permitted uses, the State will not release the privacy protected personal information.*

90. The DPPA permits states to be more restrictive in its implementation, thus the “Certification of Use” obligated Blank, as the purchaser to have the permissible use “itself”, thus not qualifying as a reseller if persons acquiring the motor vehicle records from Blank had a permissible use while Blank didn’t possess the permissible use, as noted in the following:

- Certified intended uses include only those uses for which the Purchaser itself will actually employ the information;
- Certified intended uses do not include uses that are speculative or that will be engaged in by persons acquiring the information from the Purchaser.



1           91.     The DPPA exceptions include two (2) limiting factors: (1) The entities that may  
2 claim the exception, and (2) the purpose for which information may be requested.

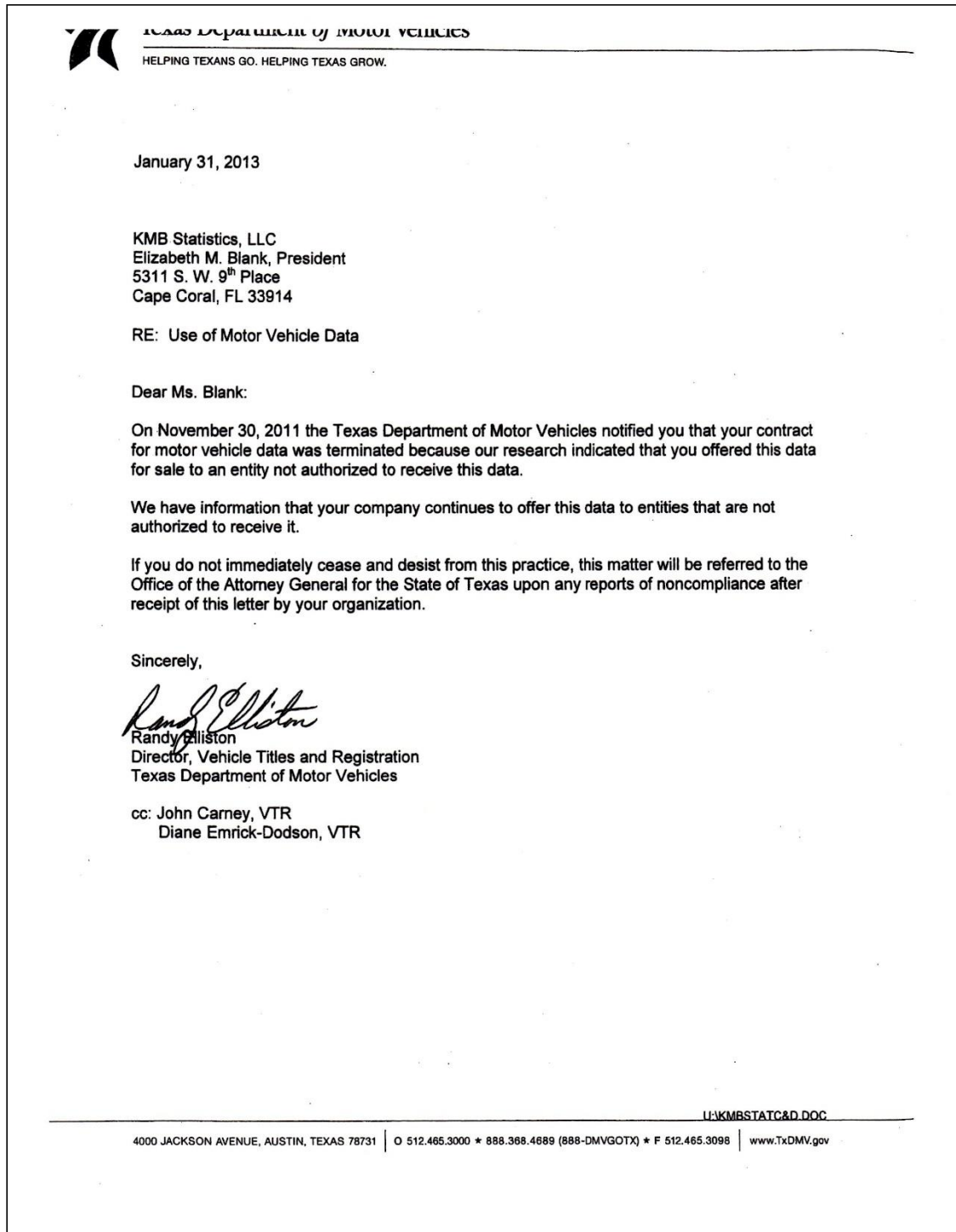
3           92.     In order to qualify under the “Normal Business Exception,” the request must be  
4 from a business that requires verification of personal information submitted by an individual to  
5 the business and for the purposes of preventing fraud and pursuing legal remedies or recovering  
6 on a debt. On information and belief KMB did not satisfy such DPPA requirements, nor did any  
7 other Defendants. DSOA, CIS, and CIS Affiliates obtained the Plaintiffs’ and Class Members’  
8 motor vehicle records, directly or indirectly from KMB and Blank. If neither DSOA, CIS, nor  
9 CIS Affiliates were eligible to claim the “Normal Business Exception,” KMB and Blank’s  
10 disclosure and subsequent resale would have been for a use not permitted. As such discovery is  
11 required to consider (1) whether DSOA, CIS, and CIS Affiliates were eligible to request  
12 information pursuant to the Normal Business Exceptions noted by KMB and Blank, (2) if so,  
13 whether the activities derived from the exceptions had occurred, (3) if so, whether the activity  
14 had occurred. On information and belief, such exceptions did not exist.

15           93.     In order to qualify under the “Research Exception,” the request must be from a  
16 business involved in research and statistical reports, “so long as the personal information is not  
17 published, re-disclosed, or used to contact individuals”. Defendant KMB “statistical” Inc., may  
18 claim it operates within this industry, using such identification as a “decoy” to avoid detection by  
19 State MVR Departments in order to obtain motor vehicle records, but on information and belief,  
20 KMB was involved in the direct marketing industry with the intention to use the motor vehicle  
21 records itself, or resell the data to parties involved in the direct marketing industry, such as  
22 DSOA, CIS, and direct marketing companies. On information and belief, KMB did not satisfy  
23 such DPPA requirements, nor did any other Defendants. DSOA, CIS, and CIS Affiliates  
24 obtained the Plaintiffs’ and Class Members’ motor vehicle records, directly or indirectly from  
25  
26  
27  
28

1 KMB and Blank. If neither DSOA, CIS, nor CIS Affiliates were eligible to claim the “Research  
2 Exception,” KMB and Blank’s disclosure and subsequent resale would have been for a use not  
3 permitted. As such discovery is required to consider (1) whether DSOA, CIS, and CIS Affiliates  
4 were eligible to request information pursuant to the Research Exceptions noted by KMB and  
5 Blank, (2) if so, whether the activities derived from the exceptions had occurred, (3) if so,  
6 whether the activity had occurred. On information and belief, such exceptions did not exist.  
7

8 94. In order to qualify under the “Insurance exception,” the request must be from  
9 either an insurance company, self-insured entity, or entities involved in the insurance industry.  
10 On information and belief KMB did not satisfy such DPPA requirements, nor did any other  
11 Defendants. DSOA, CIS, and CIS Affiliates obtained the Plaintiffs’ and Class Members’ motor  
12 vehicle records, directly or indirectly from KMB and Blank. If neither DSOA, CIS, nor CIS  
13 Affiliates were eligible to claim the “Insurance Exception,” KMB and Blank’s disclosure and  
14 subsequent resale would have been for a use not permitted. As such discovery is required to  
15 consider (1) whether DSOA, CIS, and CIS Affiliates were eligible to request information  
16 pursuant to the insurance exceptions noted by KMB and Blank, (2) if so, whether the activities  
17 derived from the exceptions had occurred, (3) if so, whether the activity had occurred. On  
18 information and belief, such exceptions did not exist.  
19  
20

21 95. On November 30, 2011, the Texas Department of Motor Vehicles terminated  
22 Defendant KMB and Blank’s access to motor vehicle records due to violations of the DPPA. As  
23 a result of the continued violations of the DPPA, the State sent Defendant Blank a “cease and  
24 desist” letter, dated January 31, 2013, referencing activity complained of that was occurring in  
25 2012 and continuing into 2013:  
26  
27  
28



25 96. Defendant Blank's response to the Texas Department of Motor Vehicles' cease  
26 and desist letter, dated February 11, 2013, claimed she was not aware of the DPPA  
27 impermissible uses, and noted a belief that the contract termination was due to her failure to  
28 provide notice to the State that the motor vehicle records were being sent to Compact

1 Information Systems, omitting reference to CIS Affiliates obtaining the MVR data, acts  
2 reportedly continuing to date. Defendant Blank's response also revealed that CIS was actually  
3 downloading the files for her "insurance clients", providing a representation of CIS' uses, CIS'  
4 contractual involvement with KMB and Blank's insurance associates, omitting the two (2) other  
5 claimed DPPA permissible uses she initially provided to the Texas Department of Motor Vehicle  
6 when she signed the original contract, concluding the correspondence noting KMB had closed,  
7 an act which did not occur until September 27, 2013, and providing a description of KMB  
8 Statistics, LLC, as a "marketing company".  
9  
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**Carney, John**

**From:** service@kmbstats.com  
**Sent:** Monday, February 11, 2013 3:07 PM  
**To:** Carney, John  
**Cc:** Elliston, Randy  
**Subject:** Letter dated 1/31/13 to KMB Statistics from TX DMV

Good Afternoon Mr. Elliston,

I have just been forwarded your letter, it went to a prior registered agents address in error. In your letter you state that you have information that my company offers data to entities that are not authorized to receive it (I am paraphrasing). I am writing to you to let you know that is absolutely not true to my knowledge. I haven't acquired any Texas data since you terminated my agreement in November of 2011 and the only reason we were terminated then was because I changed data centers and neglected to inform you that CIS would now be downloading the files on my behalf and building my files for my insurance clients. I was not told at that time that the information was being distributed by anyone that wasn't authorized to use it. Furthermore, since that time I have actually closed my marketing company and will be closing KMB Statistics, LLC as I have gone back to school for a completely different industry. I do not currently take in any new data from Texas directly or indirectly.

If you would like to provide me with the information I will be happy to investigate the breach if you feel there is one but to my knowledge there is not. In this day and age I suppose anything is possible but we take extreme measures to insure any data we acquire is protected and encrypted and never released in its original form to anyone regardless of their compliance. I take data security very seriously. Again, if you feel there has been a misuse of your file I will absolutely look into that and happily take any action necessary to stop it immediately if I find that your claim is accurate. Please feel free to forward any information you have to me at this email address and I will begin my inquiry.

Thank you so much,

Elizabeth M. Blank  
 President  
 KMB Statistics, LLC  
 239-851-2464

1

97. The response provided by the Florida Motor Vehicle Department to F.O.I.A. requests revealed that Elizabeth Blank, as President of KMB Statistics, LLC, 5311 S.W. 9<sup>th</sup> Place, Cape Coral, Florida 33914, had entered into a contract in May 2009, referenced as number HSMV-1027-09, with the Florida Department of Highway Safety and Motor Vehicles in order to obtain exempt personal information in a motor vehicle/driver's license record. The DPPA claimed permissible use involved duties provided to an insurance carrier, a use continuing from

1 2009-2012. The Florida motor vehicle records were sent directly to a location in Texas and  
2 Wisconsin, although Defendant Blank entities were located in Florida. A disclosure by  
3 Defendant Blank to a Texas DMV representative noted that Defendant CIS, located in  
4 Washington, was acting on behalf of Defendant KMB and Blank as to its "Insurance Clients".  
5 Such association also apparently not disclosed to the Florida Department of Highway Safety and  
6 Motor Vehicles. Such activity occurred during the period when Defendant Blank was Vice  
7 President of Compact Information Systems Vehicle Division. Discovery shall be required to  
8 produce documents of the claimed DPPA permissible uses, identity of parties in Texas and  
9 Wisconsin that obtained the motor vehicle records, and the DPPA permissible uses of the Texas  
10 and Wisconsin parties.  
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**RECEIVED**

MAY 7 2009

**DATA LISTING UNIT**

May 4, 2009

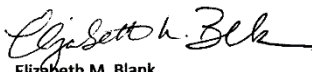
Mr. David Perryman  
Florida Dept. of Highway Safety & Motor Vehicles  
Data Listing Unit MS 74  
2900 Apalachee Parkway  
Tallahassee, FL 32399-0500

Dear Mr. Perryman:

Enclosed are the executed forms for requesting access to Motor Vehicle Records. We are interested in obtaining "bulk" data of vehicle title changes on a regular basis. Our client, State Farm Insurance, has contracted to us to perform several duties. One is to verify the accuracy of their in-house customer file and second, to produce statistical reports showing the percent market coverage they have in the state of Florida per county per zip code. No personal information will be published. Just numbers will be provided to them on the reports.

Thank you for your consideration in this matter.

Sincerely,

  
Elizabeth M. Blank  
President

EMB/rgf

Enclosures

5311 SW 9th Place • Cape Coral, Florida 33914 • 239-691-3084

98. Defendant Blank filed for corporate dissolution of DSOA on September 28, 2012, and KMB on September 27, 2013. KMB continued in operation for twenty-two months after the termination of the Texas Department of Motor Vehicles contract, and sixteen months after the termination of the Florida contract. Discovery shall be required to determine any and all states in which Blank and KMB, or any associated entities, obtained motor vehicle records and the claimed DPPA permissible uses in such states.

**E. Driver's Privacy Protection Act**

99. With the advancement of information technology in the 1980's a threat to privacy arose from the nonconsensual dissemination of personal information, and Congress sought to regulate particular private sectors. The Video Privacy Protection Act ("VPPA") was enacted to regulate video stores. To protect the privacy and safety of licensed drivers, and to limit misuse of the information contained in these government record systems, Congress enacted the Driver's Privacy Protection Act of 1994, 18 U.S.C. §§ 2721-2725. The Act imposed strict rules for collecting the personal information in driver records, and provided for liability in cases where an individual or corporation improperly collects, discloses, uses, or sells such records. Congress paid particular attention to differences between motor vehicle records and other public records containing similar information, which it decided not to regulate. One concern that motivated enactment of the DPPA was that personal information in motor vehicle records, including names and addresses, is associated with license plate numbers, which drivers must display to the general public.

"Unlike with license plate numbers, people concerned about privacy can usually take reasonable steps to withhold their names and address[es] from strangers, and thus limit their access to personally identifiable information" in other records.

140 Cong. Rec. H2523 (daily ed. Apr. 20, 1994) (statement of Rep. Edwards); *ibid.* (statement of Rep. Moran).

100. Congressional testimony in 1993 highlighted potential threats to privacy and personal safety from disclosure of personal information held in state DMV records. Representative Moran noted in part:

1. In 34 States across the country, there are virtually no restrictions on who has access to the name and address of licensees. In fact, very few Americans realize that by registering their car or obtaining a driver's license through the DMV, they are surrendering their personal and private information to anyone who wants to obtain it. When informed that such information can be so easily obtained, most licensees are shocked and angry. According to a survey released by the National



1 Association to Protect Individual Rights, 92 percent of Americans  
2 believe that the DMV should not sell or release personal data about  
3 them without their knowledge and approval.

4 2. Balancing the interests of public disclosure with an individual's right  
5 to privacy is a delicate, but essential, task for government. The Driver  
6 Privacy Protection Act (H.R. 3365), which I introduced last week,  
7 safeguards the privacy of drivers and vehicle owners by prohibiting the  
8 release of personal information--including a person's name and  
9 address--to anyone without a specific business-related reason for  
10 obtaining the information.

11 3. H.R. 3365 acknowledges that there are many businesses that depend  
12 on access to motor vehicle records to serve their customers, including  
13 insurance companies, financial institutions, vehicle dealers, and others.  
14 By focusing this legislation on the personal information contained  
15 within a driver file, this bill does not limit those legitimate  
16 organizations in using the information. It does, however, restrict access  
17 to all those without a legitimate purpose.

18 4. By enacting this legislation, Congress will reaffirm that privacy is not  
19 a Democratic or Republican issue, but a basic human right to which  
20 every person is entitled.

21 5. This bill by itself will not stop stalking. But it will stop State  
22 government from being an accomplice to the crime.

23 "LEGISLATION TO PROTECT PRIVACY AND SAFETY OF LICENSED DRIVERS -- H.R.  
24 3365 (Extension of Remarks - November 03, 1993) [Page: E2747]", HON. JAMES P. MORAN  
25 in the House of Representatives, WEDNESDAY, NOVEMBER 3, 1993, (last accessed  
26 September 27, 2013).

27 101. The testimony before Congress also discussed concerns that the personal  
28 information contained in state DMV records had considerable commercial value. In particular,  
the personal information sold by state DMVS were being used extensively at that time to support  
the direct-marketing efforts of businesses. See 1994 WL 212836 (Feb. 3, 1994) (statement of  
Richard A. Barton, Direct Marketing Association) ("The names and addresses of vehicle owners,  
in combination with information about the vehicles they own, are absolutely essential to the  
marketing efforts of the nation's automotive industry."). Personal information in DMV records  
"is combined with information from other sources and used to create lists for selective marketing  
use by businesses, charities, and political candidates." 140 Cong. Rec. H2522 (daily ed. Apr. 20,

1 1994) (statement of Rep. Moran) (“Marketers use DMV lists to do targeted mailings and other  
2 types of marketing.”).

3 102. Professor Mary Culnan testified that privacy concerns about the use of  
4 information “are especially likely to arise when the reuse is not compatible with the original  
5 purpose for collecting the information,” since in such circumstances “the prospect of  
6 misinterpretation or crass exploitation usually follows.” 1994 WL 212834 (Feb. 3, 1994)  
7 (citation omitted). Professor Culnan further explained:  
8

9 DMV information is not collected voluntarily. Few people can survive  
10 without a driver[']s license or an automobile, and a condition of having  
11 either is to register with the state. By providing this information to  
12 marketers without providing an opt-out to its citizens, the state is  
13 essentially requiring people to participate in direct marketing absent any  
14 compelling public safety argument. This is in direct contrast to most of the  
15 other mailing lists based on private sector data, such as a list of subscribers  
16 to a particular magazine. The people on these lists have indicated an  
17 interest in participating in direct marketing because they have "raised their  
18 hands" in the marketplace by voluntarily responding to a commercial offer  
19 of some type. No such claim may be made for all licensed drivers and  
20 registered automobile owner[s].

21 103. Due to the concerns regarding the improper uses of motor vehicle records by the  
22 marketing industry, the DPPA was amended in 1999 to change the law to eliminate the practice  
23 of selling personal information. Senator Shelby, the principal sponsor, warned against “unrelated  
24 secondary uses” of motor vehicle information without prior approval (i.e., for commercial sale in  
25 the open market), when the records have been obtained only for the purpose of vehicle  
26 registration. Senator Shelby underlined that the purpose of the DPPA was to ensure that  
27 individuals must “grant their consent” before the state or a third party can sell or release highly  
28 restricted personal information “when it is to be used for the purpose of direct marketing,  
solicitations, or individual look-up.”<sup>4</sup> *Hrg. Before the Subcomm. on Transp. of the S. Comm. on*  
*Appropriations, 106th Cong. (2000)* (statement of Sen. Shelby, Sponsor), available at 2000 WL  
374404.

1           104. The “opt out” provisions of the original version of the DPPA was changed to “opt  
2 in” provisions in §§ 2721(b)(11) and (12) by the October 1999 amendments to the DPPA. See  
3 Pub. L. No. 106-69, 113 Stat. 986 (Oct. 9, 1999). Personal information in motor vehicle records  
4 could now be disclosed in certain circumstances for bulk distribution for surveys, marketing, or  
5 solicitation, but only if individuals are provided an opportunity, in a clear and conspicuous  
6 manner, to block such use of information pertaining to them. 18 U.S.C. 2721(b)(12). Thus,  
7 disclosure of motor vehicle information about an individual for direct-marketing purposes is  
8 prohibited unless (a) the individual is provided the opportunity, under Section 2721(b)(11), to  
9 block general disclosure of their personal information, and declines that opportunity, or (b) the  
10 individual is given the opportunity to block use of their personal information for direct marketing  
11 specifically, and declines that opportunity.  
12

13  
14           105. The DPPA defines “personal information” as “information that identifies an  
15 individual, including an individual's photograph, social security number, driver identification  
16 number, name address, telephone number, and medical or disability information, but does not  
17 include information on vehicular accidents, driving violations, and driver's status.” 18 U.S.C. §  
18 2725(3). “[M]otor vehicle record” is defined as “any record that pertains to a motor vehicle  
19 operator's permit, motor vehicle title, motor vehicle registration, or identification card issued by  
20 a department of motor vehicles.” 18 U.S.C. § 2725(1). The DPPA's general prohibition on  
21 disclosure of personal information is subject to fourteen (14) exceptions—the permissible  
22 purposes—which allow for the limited disclosure of personal information.  
23

24  
25           106. The 14 permitted uses of DMV data are designed to “stri[k]e a critical balance  
26 between an individual’s fundamental right to privacy and safety and the legitimate governmental  
27 and business needs for th[e] information.” 140 Cong. Rec. 7925 (1994) (remarks of Rep. Moran).  
28 The DPPA never explicitly lists any prohibited uses; rather, it generally prohibits all but the

1 fourteen permissible uses enumerated in section 2721(b). The fourteen permissible uses under  
2 the DPPA are:

3 (1) For use by any government agency, including any court or law  
4 enforcement agency, in carrying out its functions, or any private person or  
5 entity acting on behalf of a Federal, State, or local agency in carrying out  
its functions.

6 (2) For use in connection with matters of motor vehicle or driver safety  
7 and theft; motor vehicle emissions; motor vehicle product alterations,  
8 recalls, or advisories; performance monitoring of motor vehicles, motor  
9 vehicle parts and dealers; motor vehicle market research activities,  
including survey research; and removal of non-owner records from the  
original Owner records of motor vehicle manufacturers.

10 (3) For use in the normal course of business by a legitimate business or its  
11 agents, employees, or contractors, but only-

12 (A) to verify the accuracy of personal information submitted by the  
13 individual to the business or its agents, employees, or contractors;  
and

14 (B) if such information as so submitted is not correct or is no  
15 longer correct, to obtain the correct information, but only for the  
16 purposes of preventing fraud by, pursuing legal remedies against,  
or recovering on a debt or security interest against, the individual

17 (4) For use in connection with any civil, criminal, administrative, or  
18 arbitral proceeding in any Federal, State, or local court or agency or before  
19 any self-regulatory body, including the service of process, investigation in  
anticipation of litigation, and the execution or enforcement of judgments  
and orders, or pursuant to an order of a Federal, State, or local court.

20 (5) For use in research activities, and for use in producing statistical  
21 reports, so long as the personal information is not published, re-disclosed,  
22 or used to contact individuals.

23 (6) For use by any insurer or insurance support organization, or by a self-  
24 insured entity, or its agents, employees, or contractors, in connection with  
claims investigation activities, antifraud activities, rating or underwriting.

25 (7) For use in providing notice to the owners of towed or impounded  
26 vehicles.

27 (8) For use by any licensed private investigative agency or licensed  
28 security service for any purpose permitted under this subsection.

1 (9) For use by an employer or its agent or insurer to obtain or verify  
 2 information relating to a holder of a commercial driver's license that is  
 required under chapter 313 of title 49.

3 (10) For use in connection with the operation of private toll transportation  
 4 facilities.

5 (11) For any other use in response to requests for individual motor vehicle  
 6 records if the State has obtained the express consent of the person to  
 whom such personal information pertains.

7 (12) For bulk distribution for surveys, marketing or solicitations if the  
 8 State has obtained the express consent of the person to whom such  
 personal information pertains.

9 (13) For use by any requester, if the requester demonstrates it has obtained  
 10 the written consent of the individual to whom the information pertains.

11 (14) For any other use specifically authorized under the law of the State  
 12 that holds the record, if such use is related to the operation of a motor  
 vehicle or public safety. 18 U.S.C. §2721(b).

13 107. Sections 2721(a) and 2722(a) make nondisclosure of personal information the  
 14 default rule. See 18 U.S.C. § 2721(a) (“In general” prohibiting disclosure of personal  
 15 information “except as provided in subsection (b)”); 18 U.S.C. § 2722(a) (“It shall be unlawful  
 16 for any person knowingly to obtain or disclose personal information . . . for any use not  
 17 permitted under section 2721(b) of this title.”). Section 2721(b) then lists fourteen discrete  
 18 exceptions to non-disclosure.  
 19

20 108. According to section 2721(c), “[a]n authorized recipient of personal information  
 21 (except a recipient under subsection (b)(11) or (12)) may resell or re-disclose the information  
 22 only for a use permitted under subsection (b) (but not for uses under subsection (b)(11) or (12)).  
 23 An authorized recipient under (b)(11) may resell or re-disclose personal information for any  
 24 purpose. An authorized recipient under section (b)(12) may resell or re-disclose personal  
 25 information pursuant to subsection (b)(12).” 18 U.S.C. § 2721(c).  
 26

27 109. Any person who receives personal information from a DMV and resells or further  
 28 discloses that information must, for five years, maintain records identifying each person or entity

1 to whom a further resale or re-disclosure was made, and the permitted purpose for such resale or  
 2 re-disclosure. See 18 U.S.C. 2721(c) (fourth sentence) (1994 & Supp. III 1997).

3 110. The DPPA creates a private right of action for “the individual” whose personal  
 4 information was knowingly obtained, disclosed, or used “for a purpose not permitted” under  
 5 section 2721(b). 18 U.S.C. § 2724(a). “It shall be unlawful for any person knowingly to obtain or  
 6 disclose personal information . . . for *any* use not permitted under section 2721(b) of this title.”  
 7 18 U.S.C. § 2722(a).  
 8

9 111. The DPPA expressly provides for liquidated damages independent of showing  
 10 actual damages, where all damages are subject to the Court’s discretion. The remedy for a  
 11 violation of the DPPA is unambiguous under the plain terms of the statute. In *Kehoe v. Federal*  
 12 *Bank & Trust*, the Eleventh Circuit held, based on the unambiguous language of the DPPA,  
 13 which actual damages are not necessary in order to recover under the liquidated damages  
 14 provision of the DPPA. 421 F.3d 1209, 1212 (11th Cir. 2005) (citing *Doe v. Chao*, 540 U.S. 614  
 15 (2004)). The DPPA remedies are as follows:  
 16

17 (b) Remedies.--The court *may* award--

- 18 (1) Actual damages, but not less than liquidated damages in the
- 19 amount of \$2,500;
- 20 (2) Punitive damages upon proof of willful or reckless disregard of
- 21 the law;
- 22 (3) Reasonable attorneys’ fees and other litigation costs reasonably
- 23 incurred; and
- 24 (4) Such other preliminary and equitable relief as the court
- 25 determines to be appropriate.

26 112. The Congressional record is clear: the core aims of the DPPA is to prevent the  
 27 unauthorized obtainment of a citizen’s personal information and the statute creates a tangible  
 28 right to have one’s information secure. The violation of that security is a harm that supports  
 standing. “Congress may enact statutes creating legal rights, the invasion of which creates  
 standing, even though no injury would exist without the statute.” *Linda v. Texas*, 410 U.S. 614,  
 617 n.3 (1973); furthermore, “The actual or threatened injury required by Art. III may exist

solely by virtue of statutes creating legal rights, the invasion of which creates standing ....”

*Warth v. Seldin*, 422 U.S. 490, 500 (1975).

“It boils down to this: we have doors on our homes so that outsiders who seek entry must knock and ask our permission to enter. When we want such people to come in, we invite them. When we do not want them in, they are not permitted to enter. Doors provide us with the means to control our interaction with American citizens should have the power to put ‘doors’ on all aspects of their private lives and to expect that anyone who wants to enter must seek and gain consent. other people.”

Hrg. Before the Subcomm. on Transp. of the S. Comm. On Appropriations, 106th Cong. (2000) (statement of Sen. Shelby, Sponsor), available at 2000 WL 374404.

#### **F. Resellers’ Duty to Exercise Reasonable Care as “Gate Keepers”**

113. The legislative history of the DPPA makes clear that it incorporated “the intentions of the 1974 Privacy Act .... [And also] include[d] the recommendations of the 1977 Privacy Protection Study Commission [(“PPSC”)] report.” The goal was to prohibit disclosure of “records” collected and maintained by a Government agency, except under permissible circumstances. See 5 U.S.C. § 552a(b). The PPSC report recommended that third party record holders be held to the “same standard” as the Government in order to ensure compliance with the important statutory protections. Personal Privacy in an Information Society: The Report of the Privacy Protection Study Commission ch. 13 (July 1977).

114. This literal reading of the DPPA was designed to promote public safety and to protect individual privacy, construed so as to maximize their deterrent effect – in particular, by shifting burdens to institutional actors who regularly engage in the targeted conduct or are otherwise in a position to minimize future violations.

115. Congress intended the states to be the “gatekeepers” of the motor vehicle records, limiting the number of people with access to the personal information because the greater the number of people with access, the greater the risk that personal information will be disseminated to those who do not have valid uses for the personal information.

1           116. Recognizing the threat caused by unfettered access to individuals' Pii obtained  
2 from motor vehicle records, and seeking to balance that concern against the legitimate need of  
3 certain parties to have access to DMV records, Congress determined that those records should  
4 not be disclosed except to those with a legitimate need for them. It embodied that intent in a  
5 statutory scheme designed to carefully limit the uses for which such information may be  
6 disclosed. 18 U.S.C. § 2721(b). Congress made clear its intent that the burden of ensuring the  
7 permissibility of disclosures be borne by data brokers by imposing a record keeping obligation  
8 on them to maintain a list of not only the people to whom they disclosed the data, but also for  
9 what purpose the disclosure was made. 18 U.S.C. § 2721(c). The liability provisions of the  
10 DPPA is to be interpreted as imposing an affirmative obligation on resellers to determine the true  
11 purpose of the "authorized recipients".  
12

13  
14           117. In each sentence of section 2721(c) Congress linked the term "authorized  
15 recipient" to the specific section of 2721(b) that had authorized the release of the information to  
16 the recipient. Congress intended that the authorized recipients to be individuals, entities, or their  
17 agents, qualified to receive the information by the terms of section 2721(b). Resellers cannot  
18 obtain all of the personal information in the database simply by calling themselves resellers.  
19 Entities requesting motor vehicle records have to justify their receipt of personal information  
20 under the 2721(b) exception is applicable. Defendants were not "Authorized recipients."  
21

22           118. The United States Supreme Court analyzed the D.P.P.A.'s use of "authorized  
23 recipient" (albeit in dicta) in *Reno v. Condon*, noting a person must have initially obtained the  
24 data for an permissible purpose before resale or dissemination of the data:  
25

26                   After listing section 2721(b)'s fourteen permissible purposes, Chief  
27                   Justice Rehnquist equated authorized recipients under section 2721(c) with  
28                   "private persons who have obtained drivers' personal information for one  
                    of the aforementioned permissible purposes to further disclose that  
                    information for any one of those purposes." This is also the most logical



1 conclusion based on the language of the DPPA, the purpose of the statute,  
2 the legislative history, and common sense.

3 (quoting *Reno v. Condon*, 528 U.S. at 146 (citing 18 U.S.C. §2721(c)).

4 119. To ensure that the privacy of driver records is adequately protected under the  
5 DPPA, it was necessary to impose a high standard of duty for resellers when the records they sell  
6 are subsequently used for impermissible purposes, due in part because an industry of “resellers”  
7 had arisen to facilitate acquisition by end-users of information collected by State Motor Vehicle  
8 Bureaus. As the reseller is in the best position to determine whether the subsequent use of the  
9 data would be permissible under the Act, it is the reseller that must bear the burden of ensuring  
10 that an impermissible use does not occur and must investigate to determine if entities requesting  
11 the motor vehicle records have a DPPA permissible purpose. The state agency ceases to be the  
12 custodian of the data once it is obtained by the reseller; the reseller must therefore assume the  
13 responsibility and the liability for the subsequent use of the data resulting from its intentional  
14 resale, especially as it relates to direct marketing. The civil remedies provision would be  
15 rendered “toothless” if resellers could insulate themselves from liability based solely on  
16 conclusory representations of end users, without being required to exercise due care themselves.

17 120. The DPPA regulates the activity of resellers when acting as a “middleman”, and  
18 places civil damage liability on the person and/or company that knowingly obtains, re-discloses,  
19 resells, and purchases the motor vehicle records for improper purposes.

20 121. In light of the text, structure, and legislative history of the DPPA, resellers are  
21 subject to a duty of reasonable care before disclosing DPPA-protected personal information, 18  
22 U.S.C. § 2721(b)-(c). Resellers must exercise reasonable care in responding to requests for  
23 personal information drawn from motor vehicle records. Resellers are liable if they do not secure  
24 proof that representations made by the recipient of personal information was valid. Defendants  
25 failed to exercise such reasonable care when reselling the motor vehicle records.  
26  
27  
28

1           122. The structure of the DPPA supports the conclusion that resellers owe a duty of  
2 reasonable care when reselling motor vehicle records to third parties. The DPPA statute uses the  
3 word “knowingly,” revealing that a level of duty of care exists. The DPPA provides an award of  
4 “punitive damages upon proof of willful or reckless disregard of the law.” 18 U.S.C. §  
5 2724(b)(2); In contrast, the court may award “actual damages, but not less than liquidated  
6 damages in the amount of \$2,500.” 18 U.S.C. § 2724(b) (1). The actual damages provision is  
7 silent as to the degree of fault necessary to trigger liability for actual damages. If, however, as the  
8 statute suggests, punitive damages are available only for willful and reckless violations of the  
9 DPPA, then actual damages must require something less -- that is, conduct that is neither willful  
10 nor reckless.  
11

12           123. The structure of the DPPA, clearly indicates that the liability of a reseller of motor  
13 vehicle records is not predicated on their knowledge of the end user’s actual purpose. Rather, it is  
14 the same as the end user’s. That is because section 2722(a) makes no distinction between the  
15 mental state required by the person who obtains motor vehicle records and one who discloses it.  
16 Indeed, the statute on its face applies equally to those who “obtain” and those who “disclose” Pii.  
17 18 U.S.C. § 2722(a).  
18

19           124. Section 2721(c) does not suggests that a reseller may re-disclose protected  
20 information so long as its customer claims to have a permissible use. Rather, the DPPA  
21 authorizes the resale of information only if there is an actual, not just a stated, permitted use. 18  
22 U.S.C. § 2721(c); Thus, as a purely textual matter, the DPPA indicates that a reseller who sells  
23 protected information to a client without an actual permissible purpose is liable regardless what  
24 “certifications” that client has made.  
25

26           125. Resellers owe the same or similar legal duty that obligates the State Motor  
27 Vehicle Department’s when releasing motor vehicle records, that is to investigate fully whether  
28

1 individuals or companies obtaining the motor vehicle records have a DPPA permissible purpose.  
2 As the motor vehicle records are resold, in whole or part, the likelihood of misuse grows  
3 exponentially. The DPPA provides no distinction as to obligations of the end-user, resellers, nor  
4 the State Motor Vehicle Departments, as Custodian of the motor vehicle records.

5         126. All Defendants are involved in, directly or indirectly, the Direct Marketing  
6 industry. The DPPA restricts access to motor vehicle records for Direct Marketing unless express  
7 consent is obtained. Defendants failed to obtain express consent. Subsection (b)(12) implements  
8 an important objective of the DPPA—to restrict disclosure of personal information contained in  
9 motor vehicle records to businesses for the purpose of direct marketing and solicitation. Direct  
10 marketing and solicitation presented a particular concern not only because these activities are of  
11 the ordinary commercial sort but also because contacting an individual is an affront to privacy  
12 even beyond the fact that a large number of persons have access to the personal information. The  
13 DPPA was enacted in part to respond to the States’ common practice of selling personal  
14 information to businesses that used it for marketing and solicitations. Congress chose to protect  
15 individual privacy by requiring a state DMV to obtain the license holder’s express consent before  
16 permitting the disclosure, acquisition, and use of personal information for bulk solicitation.  
17

18         127. Defendant Blank Entities and Compact Information Systems acted as resellers,  
19 acting as a “source”, with an actual legal duty, other than the ministerial task of soliciting rote  
20 representations from prospective requestors. Resellers must confirm those obtaining motor  
21 vehicle records have a DPPA permissible use to obtain motor vehicle records. This obligation is  
22 not met merely by accepting the end user’s “say-so” in the presence of red flags suggesting the  
23 requested information was being sought for an improper DPPA purpose. A cursory review of  
24 CIS Affiliates’ company website would reveal its business objectives, and provide “red flags”  
25 requiring additional review prior to the release of the Plaintiffs’ and Class Members’ MVRs.  
26  
27  
28

1           128. The prospective requestors, acting as a recipient of the motor vehicle records also  
2 have an actual legal duty, other than the ministerial task of soliciting rote representations from  
3 prospective resellers. The prospective requesters must confirm that the resellers had a DPPA  
4 permissible use to resell motor vehicle records. This obligation is not met merely by accepting  
5 the reseller's "say-so" in the presence of red flags suggesting the requested information was  
6 obtained for a proper purpose. A cursory review of Blank Entities and Compact Information  
7 Systems' website would reveal its business objectives, and provide "red flags" requiring  
8 additional review prior to the purchase of the Plaintiffs' and Class Members' MVRs.  
9

10           129. To verify the eligibility to invoke the claimed DPPA permissible purpose, an  
11 entity must provide information, including but not limited to, proof relating to its business which  
12 must correspond to its claimed DPPA uses, current status, activity of the employing entity, and  
13 purported business Affiliation. It is negligent if the reseller fails to make proper inquiries of the  
14 end-user, especially if "red flags" exist, and provide "red flags" requiring additional review prior  
15 to the purchase of the Plaintiffs' and Class Members' MVRs  
16

17           130. Defendant Blank created, KMB and DSOA for a reason and with a purpose in  
18 mind. KMB was an entity that entered into a contract with State Motor Vehicle Departments to  
19 obtain motor vehicle records, while DSOA was a Direct Marketing entity within this ongoing  
20 business relationship between KMB and DSOA. Federal, State, and contractual duties existed  
21 that obligated KMB to obligate DSOA to use the requested MVR information for purposes  
22 permitted by the DPPA. Hence, at a minimum, DSOA's disclosures to KMB were not permitted  
23 by the DPPA permitted uses, and totally incompatible with the purpose for which the  
24 information was collected.  
25  
26

27           131. KMB and Blank had an ongoing business relationship with CIS through which  
28 KMB and Blank knew Compact Information Systems was a Direct Marketer Provider. Compact

1 Information Systems was required to contractually agree with KMB and Blank that it would only  
2 use information for purposes permitted by the DPPA. Hence, at a minimum, Compact  
3 Information Systems disclosures to KMB and Blank were not permitted by the DPPA permitted  
4 uses, and totally incompatible with the purpose for which the information was collected.

5 132. Blank and DSOA had an ongoing business relationship with CIS through which  
6 Blank and DSOA knew CIS was a Direct Marketer Provider. CIS was required to contractually  
7 agree with Blank and DSOA that it would only use information for purposes permitted by the  
8 DPPA. Hence, at a minimum, CIS disclosures to Blank and DSOA were not permitted by the  
9 DPPA permitted uses, and totally incompatible with the purpose for which the information was  
10 collected.  
11

12 133. CIS had an ongoing business relationship with CIS Affiliates through which CIS  
13 knew CIS Affiliates were a Direct Marketer Providers. CIS Affiliates was required to  
14 contractually agree with CIS that it would only use information for purposes permitted by the  
15 DPPA. Hence, at a minimum, CIS Affiliates disclosures to CIS were not permitted by the DPPA  
16 permitted uses, and totally incompatible with the purpose for which the information was  
17 collected.  
18

19 134. Defendant Blank and KMB were legally obligated to require DSOA to certify the  
20 intended DPPA uses, and obligate DSOA to maintain documents for five (5) years of any and all  
21 individuals and entities that obtained the motor vehicle records. Discovery shall be required to  
22 produce such documents.  
23

24 135. Defendant Blank and DSOA were legally obligated to require CIS to certify the  
25 intended DPPA uses, and obligate CIS to maintain documents for five (5) years of any and all  
26 individuals and entities that obtained the motor vehicle records. Discovery shall be required to  
27 produce such documents.  
28

1           136. Defendant CIS was legally obligated to require CIS Affiliates to certify the  
2 intended DPPA uses, and obligate CIS Affiliates to maintain documents for five (5) years of any  
3 and all individuals and entities that obtained the motor vehicle records. Discovery shall be  
4 required to produce such documents.

5           137. Defendant Blank Entities and CIS refused to verify the accuracy of underlying  
6 facts, purported business affiliations, declining to confirm inferences of risk that existed that CIS  
7 Affiliates did not possess permissible DPPA purposes, actions best construed as deliberate  
8 ignorance, or in the alternative, negligent.

9           138. Defendant Blank became the custodian of the motor vehicle records with a duty to  
10 exercise reasonable care when re-disclosing or reselling motor vehicle records. CIS did not have  
11 a contract with the state, and thus knew it had no authority to obtain the state motor vehicle  
12 records directly. While the contract with the TxDMV was with KMB, by and through Blank as  
13 its legal representative, for all extent and purposes' CIS became the initial recipient of the motor  
14 vehicle records transferred from the state. Defendant Blank failed in her duty as gatekeeper,  
15 failing to exercise reasonable care by allowing CIS access to the motor vehicle records in such  
16 manner. Defendant Blank failed intentionally, or in the alternative, negligently.

17           139. Defendant Blank's duty, in her capacity as President of KMB and custodian of the  
18 motor vehicle records, had obligations separate from her duties as President of Data Solutions of  
19 America and VP of Vehicle Division Department at CIS, all positions reportedly held  
20 independently and concurrently, within the class period. Blank was required to strictly abide by  
21 the terms of the DPPA and State contract in all capacities, but she failed or in the alternative,  
22 negligently.

23           140. Defendant Blank's position as President of DSOA obligated her to investigate and  
24 determine whether CIS had a DPPA permissible use for the motor vehicle records it sought to  
25  
26  
27  
28

1 obtain from Blank Entities. Blank knowingly, with willful and wanton disregard, or in the  
2 alternative, negligently, failed to provide an investigation of CIS prior to reselling the motor  
3 vehicle records. A minimal review by Blank Entities of CIS' business practices would have  
4 revealed "red flags", as to its claimed DPPA permissible uses, requiring an additional in depth  
5 review.

6  
7 141. Defendant Blank's positions placed her in the capacity to merge her duties as  
8 recipient of the State motor vehicle records and to determine CIS affiliates qualifications to  
9 receive motor vehicle records, in her position of Vice President of the Vehicle Division with  
10 CIS. Blank Entities' duties and liability thereof, merged with CIS duties, and liability thereof, by  
11 this association and activity.

12  
13 142. Defendant CIS, as requestor of motor vehicle records from Blank Entities was  
14 obligated to investigate and determine whether Blank Entities had a DPPA permissible use to  
15 possess and resell the motor vehicle records to CIS. CIS knowingly, with willful and wanton  
16 disregard, or in the alternative, negligently, failed to provide an investigation of Blank Entities  
17 prior to reselling the motor vehicle records. A minimal review by CIS of Blank Entities' business  
18 practices would have revealed "red flags", as to its claimed DPPA permissible uses, requiring an  
19 additional in depth review, including but not limited to:  
20

21 a) The source of origin for DSOA's vehicle auto database, "National Auto List"  
22 which would be re-branded as "Compact National Auto Lists".  
23

24 143. Defendant CIS, as custodian of the motor vehicle records, was obligated to  
25 investigate and determine whether CIS Affiliates had a DPPA permissible use for the motor  
26 vehicle records it sought from CIS. CIS knowingly, with willful and wanton disregard, or in the  
27 alternative, negligently, failed to provide an investigation of CIS Affiliates prior to reselling the  
28 motor vehicle records. A minimal review by Blank Entities and CIS of CIS Affiliates' business

1 practices would have revealed “red flags”, as to its claimed DPPA permissible uses, requiring an  
2 additional in depth review, including but not limited to:

3 a) Defendant EWS’ website referenced it was a Direct Marketing company, an  
4 internet search would have revealed a substantial amount of consumer complaints about  
5 marketing and solicitation improprieties, involved in an investigation by the Florida Office of  
6 Insurance regulation, case no: 99160-08, wherein a cease and desist order was issued relating to  
7 the unauthorized business of Motor Vehicle Service Agreements;

9 144. A minimal review by the CIS Affiliates, would have revealed “red flags”, as to  
10 the business practices of Blank Entities and CIS as to its claimed DPPA permissible uses,  
11 requiring additional in depth review, including but not limited to:

12 a) Defendant Blank Entities were in the Direct Marketing Industry, Defendant Blank  
13 had signed a contract with states to obtain motor vehicle records for purposes that did not include  
14 Direct Marketing, Defendant Blank was employed with Defendant CIS at the same time she  
15 owned and operated KMB, an entity obtaining motor vehicle records, DSOA created and sold a  
16 motor vehicle database that included, but was not limited to, motor vehicle records, and should  
17 have inquired as to its source.  
18

19 b) CIS was a Direct Marketing company that had obtained the motor vehicle records,  
20 acquired DSOA, hired Defendant Blank as V.P. of its Vehicle Division while she was also  
21 President of KMB and receiving motor vehicle records. CIS purchased and promoted the DSOA  
22 motor vehicle list and should have inquired as to its source.  
23

24 145. This obligation exists to conduct investigative duties on resellers, using minimal  
25 safeguards in a reseller’s request process. Such additional burdens in doing so impose the benefit  
26 of preventing stalking, harassment, identity theft, and other criminal acts this would be well  
27 worth the time and expense of such a burden. Blank, KMB, DSOA, and CIS failed to investigate  
28



1 the CIS Affiliates, either knowingly or in the alternative carelessly taking basic steps to confirm  
2 the truthfulness of the CIS Affiliates' stated purpose, or verifying that the purposes for which  
3 they disclose driver's records are in fact permissible under the DPPA. This willful or negligent  
4 blindness is not a defense to liability.

5 **G. Defendants' Harmful Practices**

6 146. Defendants' activities occurred throughout the United States, obtaining the motor  
7 vehicle records of Plaintiffs and the Class Members for purposes not permitted - a course of  
8 action, and a body of information, that is protected from access and disclosure by federal law.

9 147. Without remedy, Plaintiffs' and Class Members' privacy will continue to be  
10 violated by Defendants and a multitude of companies affiliated with Defendants — companies  
11 they've never heard of, companies they have no relationship with, and companies they would  
12 never choose to trust with their motor vehicle records.

13 148. The collection, use, and disclosure of Plaintiffs' and Class Members' motor  
14 vehicle records by Defendants implicates Plaintiffs' and Class Members' privacy and physical  
15 safety. Such information is afforded special attention due to the consequences for both privacy  
16 and physical safety that may flow from its disclosure. The heightened privacy and physical  
17 safety concerns generated by obtaining, using, and disclosing such information, without  
18 authorization, is apparent in U.S. law, creating restrictive consent standards for its obtainment,  
19 use, and disclosure.

20 149. Defendants obtained Class Members' motor vehicle records for the purpose of  
21 committing a tortious and/or criminal act, and violated the constitutional rights of Plaintiffs and  
22 Class Members.

23 150. Defendants have, either directly, or by aiding, abetting, and/or conspiring to do  
24 so, willfully, knowingly, negligently, or recklessly, disclosed, exploited, misappropriated and/or  
25 engaged in widespread commercial usage of Plaintiffs' and the Class Members' motor vehicle

1 records, obtaining personal information for Defendants' own benefit, without legal authorization,  
2 and without Plaintiffs' and Class Members' knowledge, authorization, or consent. Such conduct  
3 constitutes a highly offensive and dangerous invasion of Plaintiffs' and the Class Members'  
4 privacy and safety.

5 151. Defendants knowingly obtained, disclosed, and/or used Plaintiffs and Class  
6 Members personal information, derived from motor vehicle records, for a purpose not permitted  
7 legally, a violation of a federal statutory right.

8 152. At all times material, Defendants, and agents of the Defendants, knew, or  
9 reasonably should have known, that their actions violated clearly established statutory rights of  
10 the Plaintiffs and the Class members.

11 153. The individual Defendants knowingly authorized, directed, ratified, approved,  
12 acquiesced in, committed or participated in disclosing Plaintiffs' and the Class members' highly  
13 restricted personal information.

14 154. The individual Defendants were aware, or should have been aware, that such a  
15 disclosure of Plaintiffs' and the Class members' highly restricted personal information, without  
16 the express consent of the person to whom the information pertained was an invasion of privacy  
17 in violation of the DPPA.

18 155. Plaintiffs and Class Members were harmed when Defendants intentionally, or in  
19 the alternative, negligently, obtained, processed, disseminated, stored, and used motor vehicle  
20 records to market and solicit Plaintiffs' and Class Members', obtained without authorization, and  
21 invading their right of privacy.

22 156. Defendants' conduct caused outrage, mental suffering, and harm to Plaintiffs' and  
23 Class Members' privacy and safety expectations.

24 157. Defendants were not authorized to have free access to Plaintiffs' and Class  
25  
26  
27  
28

1 Members' motor vehicle records for purposes unrelated to Defendants' claimed D.P.P.A.  
2 purpose when initially obtaining the motor vehicle records from the state.

3 158. Defendants failed to acquire, independently, and in concert, the express consent,  
4 of Plaintiffs and Class Members before obtaining, collecting, generating, deriving,  
5 disseminating, storing, or causing to be stored, re-disclosing or purchasing the MVR data of  
6 Plaintiffs and Class Members.

7  
8 159. The Defendant provided the Plaintiffs' and Class Members' MVR data to third  
9 parties in the form in which it is acquired or Defendants changed the form or content of the MVR  
10 data in order to avoid detection.

11 160. Third parties associated with Defendants that accessed Plaintiffs' and Class  
12 Members' motor vehicle records failed to provide notice of any and all of its activities, any and  
13 all uses of the motor vehicle records, present location of all motor vehicle records, and the  
14 identity of parties that accessed such motor vehicle records.

15  
16 161. The Defendants accessed MVR data which included information about children  
17 that qualify to obtain a driver's license and/or register a motor vehicle, failing to distinguish  
18 personal data about children ages 18 and under from personal data about adults.

19  
20 162. The Defendants failed to provide adequate policies, practices, and procedures  
21 relating to the re-disclosure and resale to third parties obtaining the Plaintiffs' and Class  
22 Members' motor vehicle records.

23 163. The Defendants failed to monitor compliance regarding the conditions of use  
24 between the Defendants Blank Entities, CIS, and the CIS Affiliates, involving the re-disclosure,  
25 resale, and purchase of Plaintiffs' and Class Members' motor vehicle records, failing to  
26 enumerate prohibitions and restrictions on access to the motor vehicle records.

27  
28 164. Defendant CIS Affiliates used false and misleading advertisements, derived from

1 the data within Plaintiffs' and Class Members' motor vehicle records, in a marketing and  
2 solicitation exploit, sending a deceptive mailer which included false statements advising  
3 Plaintiffs and Class Members that their auto warranties had expired, or were about to expire,  
4 creating a sense of urgency by claiming the offering period was limited, mailing such in an  
5 envelope which appeared to be state official business.

6  
7 165. Defendants' activities alleged herein in parts constituted a knowing and  
8 intentional scheme to defraud Plaintiffs and the Class Members, and to wrongfully access and  
9 retain Plaintiffs' and Class Members' motor vehicle records.

10 166. In the course of committing the acts described above, Defendants KMB, Elizabeth  
11 Blank, DSOA, and CIS intentionally accessed, on a repetitive basis, and without authorization,  
12 government facilities, in order to obtain Plaintiffs' and Class Members' motor vehicle records,  
13 intentionally exceeding access authorization, obtaining, and using Plaintiffs' and Class  
14 Members' motor vehicle records for impermissible purposes.

15  
16 167. Harms and damages to Plaintiffs and the Class Members occurred during the class  
17 period set forth in the factual allegations herein and continue to the present, including but not  
18 limited to, the costs of lost personal and business time, reviewing correspondence received,  
19 investigating how any individual and/or company could have access to their motor vehicle  
20 records, contacting their actual auto dealer, vehicle manufacturer, actual warranty dealer and any  
21 associated parties in order to review the terms of their extended auto warranty or vehicle service  
22 contract, and rectifying the consequences of Defendants' conduct in harvesting Plaintiffs' and  
23 Class Members' motor vehicle records.  
24

25  
26 168. Further, through its practices, Defendants have been able to raise its profile as  
27 possessing motor vehicle records with many companies, enabling Defendants to attract business,  
28 increase its prospective revenue, secure investment funding, and thereby profit from its conduct

described herein.

169. On information and belief, Plaintiffs' and Class Members' motor vehicle records were transmitted between Defendants and other third parties, more than likely through electronic communications, "in the clear" (sometimes referred to as "plain text"): that is, without encryption, thus exposing access by unknown parties. Defendants' transmission of motor vehicle records "in the clear," was substandard in light of reasonably accepted security measures that are well understood to be associated with such poorly secured transmission and exposing each Plaintiff to additional unreasonable risks of the interception of their motor vehicle records. Such unsecured transmissions were particularly inappropriate given the nature of technology through which such information were transmitted.

170. As with any form of property, Plaintiffs, as the owners, should be compensated for the use and exploitation thereof, and if they are not, they suffer concrete, measurable damage and injury, the exact amount of which shall be provided by Plaintiffs through expert opinion.

171. The Defendants acquired Plaintiffs' and Class Members' motor vehicle records that were unnecessary to motor vehicle records stated functions, but were useful to the Defendants in their commercial compilation, and use of the data derived from the motor vehicle records. With the motor vehicle records acquired, the Defendants used the information to compile—in addition to the types of information—personal and private information that included consumers' personal characteristics.

172. The Defendants re-disclosed and resold users' motor vehicle records, and/or purchased and merged Plaintiffs' and Class Members' personal information, with other personal information about the Plaintiffs and Class Members that is available in the commercial and secondary information market which the data mining entities take substantial efforts to shield from the public eye. The Defendants, and Doe Entities, used the merger of personal information

1 derived from motor vehicle records for commercial benefit.

2 173. During the Class Period, each Plaintiff named herein had personal motor vehicle  
3 records obtained, used, re-disclosed, stored, resold, and purchased for purposes that included  
4 marketing and solicitation, without their express consent. Such data was identifiable as to each of  
5 the Plaintiffs and Class Members and were transmitted to third parties for purposes wholly  
6 unrelated to its use and functionality when Plaintiffs and Class Members produced such to the  
7 state.  
8

### 9 I. CLASS ALLEGATIONS

10 174. Plaintiffs bring this action on behalf of themselves and as a class action pursuant  
11 to Rule 23 of the Federal Rules of Civil Procedure. Plaintiffs seek certification of the following  
12 classes (collectively, the “Classes”):  
13

14 (a) NATIONWIDE CLASS: All persons in the United States who, on or  
15 after, four (4) years prior to the date of this filed complaint, through the  
16 final disposition of this or any related actions (the “Class Period”), had  
17 Defendant Elizabeth Blank, KMB Statistics, LLC, Data Solutions of  
18 America, or Compact Information Systems, obtain directly or indirectly,  
19 their motor vehicle records from their State Department of Motor  
20 Vehicles, to use, re-disclose, and resell, for purposes that included direct  
21 marketing and solicitation, without express consent. Some persons within  
22 the NATIONWIDE CLASS are also within the ENDURANCE  
23 WARRANTY SERVICES SUBCLASS and TEXAS SUBCLASS;

24 (b) ENDURANCE WARRANTY SERVICES SUBCLASS: All persons  
25 who, on or after, four (4) years prior to the date of this filed complaint,  
26 through the final disposition of this or any related actions (the “Class  
27 Period”) had Endurance Warranty Services, obtain directly or indirectly,  
28 their motor vehicle records from Defendant Elizabeth Blank, KMB  
Statistics, LLC, Data Solutions of America, or Compact Information  
Systems, to use, re-disclose, and resell, for purposes that included direct  
marketing and solicitation, without express consent. All persons within the  
ENDURANCE WARRANTY SUBCLASS are also within the  
NATIONWIDE CLASS and some persons are within the TEXAS  
SUBCLASS;

(c) TEXAS SUBCLASS: All persons in Texas who, on or  
after, four (4) years prior to the date of this filed complaint, through the  
final disposition of this or any related actions (the “Class Period”), had  
Defendant Elizabeth Blank, KMB Statistics, LLC, Data Solutions of

1 America, Compact Information Systems, or Endurance Warranty Services,  
2 obtain directly or indirectly, their motor vehicle records from the Texas  
3 Department of Motor Vehicles, to use, re-disclose, and resell, for purposes  
4 that included direct marketing and solicitation, without express consent.  
5 Some persons within the NATIONWIDE CLASS, ENDURANCE  
6 WARRANTY SERVICES SUBCLASS are also within the TEXAS  
7 SUBCLASS.

8 175. Excluded from the class are the Defendants, its employees, officers, directors,  
9 agent, legal representatives, heirs, assigns, successors, individual or corporate entities acting  
10 within a partnership, joint venture, trust, association, union, subsidiaries, whether wholly or  
11 partially owned, divisions, whether incorporated or not, affiliates, branches, joint ventures,  
12 franchises, operations under assumed names, websites, and entities over which Defendants'  
13 exercises supervision or control, or group of individuals associated in fact, although not a legal  
14 entity, or other legal entity, in addition to Plaintiffs' legal counsel, employees, and their  
15 immediate family, the judicial officers and their immediate family, and associated court staff  
16 assigned to this case, and all persons within the third degree of consanguinity, to any such  
17 persons.

18 176. Plaintiffs reserve the right to revise these definitions of the classes based on facts  
19 they learn as litigation progresses.

20 177. The Class consists of millions, if not tens of millions, of individuals and other  
21 entities, making joinder impractical.

22 178. The members of the Class are identifiable from the information and records in the  
23 custody of the Defendants identified in the Class definition, and the State Motor Vehicle  
24 Department which provided motor vehicle records to Defendant KMB, Blank, and Compact  
25 Information Systems.

26 179. Defendants' conduct, as complained of herein, is generally applicable to the  
27 Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with  
28 respect to the Class as a whole.

1           180. The claims of Plaintiffs are typical of the claims of all other Class Members.

2           181. Plaintiffs will fairly and adequately represent and protect the interests of the  
3 Class. Plaintiffs have suffered damages in their own capacity from the practices complained of,  
4 in that their personal information or highly restricted personal information has been unlawfully  
5 obtained, disclosed, and sold for a profit, and is ready, willing, and able, to serve as Class  
6 representatives.  
7

8           182. Plaintiffs' have retained counsel with substantial experience in prosecuting  
9 complex litigation and class actions involving unlawful commercial practices. Plaintiffs and their  
10 counsel are committed to vigorously prosecuting this action on behalf of the Class Members, and  
11 have the financial resources to do so. Neither Plaintiffs nor their counsel have any interest that  
12 might cause them not to vigorously pursue this action.  
13

14           183. A class action will cause an orderly and expeditious administration of Class  
15 Members' claims and economies of time, effort, and expense will be fostered, and uniformity of  
16 decisions will be ensured. Individual Class Members are unlikely to be aware of their rights and  
17 are not likely to be in a position (either through experience or financially) to commence  
18 individual litigation against Defendants.  
19

20           184. Absent a class action, most Class Members would find the cost of litigating their  
21 claims to be prohibitive and will have no effective remedy. The class treatment of common  
22 questions of law and fact is also superior to multiple individual actions or piecemeal litigation in  
23 that it conserves the resources of the courts and the litigants, and promotes consistency and  
24 efficiency of adjudication.  
25

26           185. The Defendant has acted and failed to act on grounds generally applicable to  
27 Plaintiffs and all of the other Class Members, requiring the Court's imposition of uniform relief  
28 to ensure compatible standards of conduct toward the Class Members.



1           186. The factual and legal basis of Defendants' liability to Plaintiffs, and to the other  
 2 Class Members are the same, resulted in injury to Plaintiffs and all of the other Class Members.  
 3 Plaintiffs and the other Class Members have all suffered harm and damages as a result of  
 4 Defendants' wrongful conduct.

5           187. Certification of a class under Fed. R. Civ. P. 23 is appropriate because Plaintiffs  
 6 and the putative Class Members have questions of law and fact that are common to the Class that  
 7 predominate over any questions affecting only individual members of the Class, and a class  
 8 action is superior to all other available methods for fair and efficient adjudication of this  
 9 controversy in fact, the wrongs suffered and remedies sought by Plaintiffs and the other members  
 10 of the Class are premised upon an unlawful scheme participated in by Defendants.  
 11

12           188. There are many questions of law and fact common to Plaintiffs and the Class  
 13 Members, and those questions predominate over any questions that may affect individual Class  
 14 Members. Common questions for the Class include, but are not limited to the following:  
 15

- 16           a1. whether Defendant KMB's conduct described herein violates the Driver's  
 17 Privacy Protection Act, 18 U.S.C. §2721;
- 18           a2. whether Defendant KMB's conduct described herein violates the State  
 19 Motor Vehicle Records Disclosure Acts;
- 20           a3. whether Defendant KMB's conduct described herein has resulted in acts  
 21 of Breach of Bailment;
- 22           a4. whether Defendant KMB's conduct described herein has resulted in acts  
 23 of Conversion;
- 24           a5. whether Defendant KMB's conduct described herein has resulted in acts  
 25 of Invasion of Privacy and Seclusion and Public Disclosure of Private  
 26 Facts;
- 27           a6. whether Defendant KMB's conduct described herein has resulted in acts  
 28 of Negligence;
- a7. whether Defendant KMB's conduct described herein has resulted in acts  
 of Trespass to Personal Property / Chattels;
- a8. whether Defendant KMB's conduct described herein has resulted in acts

of Unjust Enrichment

- b1. whether Defendant Blank's conduct described herein violates the Driver's Privacy Protection Act, 18 U.S.C. §2721;
- b2. whether Defendant Blank's conduct described herein violates the State Motor Vehicle Records Disclosure Acts;
- b3. whether Defendant Blank's conduct described herein has resulted in acts of Breach of Bailment;
- b4. whether Defendant Blank's conduct described herein has resulted in acts of Conversion;
- b5. whether Defendant Blank's conduct described herein has resulted in acts of Invasion of Privacy and Seclusion, and Public Disclosure of Private Facts;
- b6. whether Defendant Blank's conduct described herein has resulted in acts of Negligence;
- b7. whether Defendant Blank's conduct described herein has resulted in acts of Trespass to Personal Property / Chattels;
- b8. whether Defendant Blank's conduct described herein has resulted in acts of Unjust Enrichment;
- c1. whether Defendant Data Solutions of America's conduct described herein violates the Driver's Privacy Protection Act, 18 U.S.C. §2721;
- c2. whether Defendant Data Solutions of America's conduct described herein violates the State Motor Vehicle Records Disclosure Acts;
- c3. whether Defendant Data Solutions of America's conduct described herein has resulted in acts of Breach of Bailment;
- c4. whether Defendant Data Solutions of America's conduct described herein has resulted in acts of Conversion;
- c5. whether Defendant Data Solutions of America's conduct described herein has resulted in acts of Invasion of Privacy and Seclusion and Public Disclosure of Private Facts;
- c6. whether Defendant Data Solutions of America's conduct described herein has resulted in acts of Negligence;
- c7. whether Defendant Data Solutions of America's conduct described herein has resulted in acts of Trespass to Personal Property / Chattels;
- c8. whether Defendant Data Solutions of America's conduct described herein

has resulted in acts of Unjust Enrichment;

- d1. whether Defendant Compact Information System's conduct described herein violates the Driver's Privacy Protection Act, 18 U.S.C. §2721;
- d2. whether Defendant Compact Information System's conduct described herein violates the State Motor Vehicle Records Disclosure Acts;
- d3. whether Defendant Compact Information System's conduct described herein has resulted in acts of Breach of Bailment;
- d4. whether Defendant Compact Information System's conduct described herein has resulted in acts of Conversion;
- d5. whether Defendant Compact Information System's conduct described herein has resulted in acts of Invasion of Privacy and Seclusion and Public Disclosure of Private Facts;
- d6. whether Defendant Compact Information System's conduct described herein has resulted in acts of Negligence;
- d7. whether Defendant Compact Information System's conduct described herein has resulted in acts of Trespass to Personal Property / Chattels;
- d8. whether Defendant Compact Information System's conduct described herein has resulted in acts of Unjust Enrichment;
- e1. whether Defendant Endurance Warranty Services' conduct described herein violates the Driver's Privacy Protection Act, 18 U.S.C. §2721;
- e2. whether Defendant Endurance Warranty Services' conduct described herein violates the State Motor Vehicle Records Disclosure Acts;
- e3. whether Defendant Endurance Warranty Services' conduct described herein has resulted in acts of Breach of Bailment;
- e4. whether Defendant Endurance Warranty Services' conduct described herein has resulted in acts of Conversion;
- e5. whether Defendant Endurance Warranty Services' conduct described herein has resulted in acts of Invasion of Privacy and Seclusion and Public Disclosure of Private Facts;
- e6. whether Defendant Endurance Warranty Services' conduct described herein has resulted in acts of Negligence;
- e7. whether Defendant Endurance Warranty Services' conduct described herein has resulted in acts of Trespass to Personal Property / Chattels;
- e8. whether Defendant Endurance Warranty Services' conduct described

herein has resulted in acts of Unjust Enrichment;

- h. whether Defendant Blank, as President of KMB Statistics, LLC, and custodian of the Plaintiffs' and Class Members' motor vehicle records, possessed a duty to use reasonable care to investigate and determine the validity of the claimed DPPA permissible uses by Data Solutions of America, prior to, during, and after, re-disclosing, and/or reselling Plaintiffs' and Class Members' motor vehicle records to Data Solutions of America, by permitting procurement, use, re-disclosure and resale of the Plaintiffs' and Class Members' motor vehicle records by Data Solutions of America, Inc., if so, whether Blank failed in this obligation;
- i. whether Defendant Blank, as President of KMB Statistics, LLC, President of Data Solutions of America, Inc., and custodian of the Plaintiffs' and Class Members' motor vehicle records, possessed a duty to use reasonable care to investigate and determine the validity of the claimed DPPA permissible uses by Compact Information Systems, prior to, during, and after, re-disclosing, and/or reselling Plaintiffs' and Class Members' motor vehicle records, if so, whether Blank failed in this obligation;
- j. whether Defendant Blank, as Vice President of the Vehicle Division at Compact Information Systems, possessed a duty to use reasonable care to investigate and determine the validity of the claimed DPPA permissible uses by Compact Information Systems, prior to, during, and after, re-disclosing, and/or reselling Plaintiffs' and Class Members' motor vehicle records, if so, whether Blank failed in this obligation;
- k. whether Defendant Blank, as President of KMB Statistics, LLC, President of Data Solutions of America, Inc., and custodian of the Plaintiffs' and Class Members' motor vehicle records, possessed a duty to use reasonable care to investigate and determine the validity of the claimed DPPA permissible uses by Endurance Warranty Services, prior to, during, and after, re-disclosing, and/or reselling Plaintiffs' and Class Members' motor vehicle records, if so, whether Blank failed in this obligation;
- l. whether Defendant Blank, as Vice President of the Vehicle Division at Compact Information Systems, and custodian of the Plaintiffs' and Class Members' motor vehicle records, possessed a duty to use reasonable care to investigate and determine the validity of the claimed DPPA permissible uses by Endurance Warranty Services, prior to, during, and after, re-disclosing, and/or reselling Plaintiffs' and Class Members' motor vehicle records, if so, whether Blank failed in this obligation;
- m. whether Defendant Compact Information Systems, as custodian of the Plaintiffs' and Class Members' motor vehicle records, possessed a duty to use reasonable care to investigate and determine the validity of the claimed DPPA permissible uses by Endurance Warranty Services, prior to, during, and after, re-disclosing, and/or reselling Plaintiffs' and Class Members' motor vehicle records, if so, whether Compact Information

Systems failed in this obligation;

- n. whether Defendant Compact Information Systems, as requestor of the Plaintiffs' and Class Members' motor vehicle records, possessed a duty to use reasonable care to investigate and determine the validity of the claimed DPPA permissible uses by Data Solutions of America, Inc., Blank, and KMB Statistics, LLC, individually and collectively, prior to, during, and after, receiving Plaintiffs' and Class Members' motor vehicle records, if so, whether Compact Information Systems failed in this obligation;
- o. whether Defendant Endurance Warranty Services, as requestor of the Plaintiffs' and Class Members' motor vehicle records, possessed a duty to use reasonable care to investigate and determine the validity of the claimed DPPA permissible uses by Compact Information Systems, Data Solutions of America, Inc., Blank, and KMB Statistics, LLC, individually and collectively, prior to, during, and after, receiving Plaintiffs' and Class Members' motor vehicle records, if so, whether Endurance Warranty Services failed in this obligation;
- p. The nature and extent of Plaintiffs' and Class Members' actual damages;
- q. The nature and extent of all statutory penalties or damages for which Defendant Compact Information Systems, Data Solutions of America, Inc., Blank, Endurance Warranty Services, KMB Statistics, LLC, are individually liable to Plaintiffs and Class Members; and
- r. Whether punitive damages are appropriate.

189. The questions of law and fact common to Class Members predominate over any questions affecting only individual members; and a class action is superior to all other available methods for the fair and efficient adjudication of this controversy.

### COUNT I

#### **Violations of the Driver's Privacy Protection Act, § 18 U.S.C. § 2721 et seq.: On Behalf of All Classes, and against All Defendants**

190. Plaintiffs incorporate by reference and re-allege all paragraphs previously alleged herein.

191. As set forth herein, Defendants violated the Driver's Privacy Protection Act, 18 U.S.C. § 2721, by engaging in the acts alleged in this complaint.

1           192. The Driver's Privacy Protection Act, 18 U.S.C. §2721 (a) et seq., regulates  
2 obtaining and disclosing personal information gathered by State Departments of Motor Vehicles,  
3 making it unlawful for a person or organization from knowingly obtaining or disclosing personal  
4 information, or highly restricted personal information contained in motor vehicle records for any  
5 purpose not specifically enumerated under §2721(b).

6           193. Accordingly, Defendants violated 18 U.S.C. §2721 et seq. by intentionally  
7 obtaining, using, re-disclosing, and reselling Plaintiffs' and Class Members' motor vehicle  
8 records without knowledge, consent, or authorization, for purposes not specifically enumerated  
9 with the act.  
10

11           194. Plaintiffs and Class Members are "person[s] referencing" "an individual,  
12 organization, or entity, but does not include a State or agency thereof", within the meaning of 18  
13 U.S.C. §2725(2).  
14

15           195. 18 U.S.C. § 2724(a) prohibits the release and disclosure of personal information,  
16 as defined in 18 U.S.C. § 2725(3) about an individual obtained by the State Motor Vehicle  
17 Department except as provided in subsection (b), permissible uses, regulates the prohibition on  
18 release and use of certain personal information from State motor vehicle records.  
19

20           196. 18 U.S.C. §2725(3) "personal information" means information that identifies an  
21 individual, including an individual's photograph, social security number, driver identification  
22 number, name, address (but not the 5-digit zip code), telephone number, and medical or  
23 disability information; but does not include information on vehicular accidents, driving  
24 violations, and driver's status.  
25

26           197. The contents of the records obtained by Defendants pertaining to the Plaintiffs  
27 and Class Members constitute a "motor vehicle record", referencing "any record that pertains to  
28

1 a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification  
2 card issued by a department of motor vehicles", within the meaning of 18 U.S.C. §2725(1).

3 198. 18 U.S.C. § 2722(b), prohibits any organization or entity from making any false  
4 representation to obtain any personal information or highly restricted personal information from  
5 an individual's motor vehicle record.

6  
7 199. Defendants violated 18 U.S.C. §2721 (b), individually, and in concert, by making  
8 false representations to knowingly obtain the Plaintiffs' and Class Members' motor vehicle  
9 records, directly or indirectly, for Direct Marketing purposes, knowingly, or in the alternative,  
10 providing for use in marketing and solicitation Plaintiffs and Class Members, without their  
11 express consent.

12  
13 200. 18 U.S.C. §2725(5) "express consent" means consent in writing, including  
14 consent conveyed electronically that bears an electronic signature as defined in section 106(5) of  
15 Public Law 106-229.

16  
17 201. 18 U.S.C. § 2721(c), permits an "authorized recipient" of personal information  
18 (except for some exceptions) to resell or re-disclose the information, but only for a use permitted  
19 under 18 U.S.C. § 2721(b). Defendant Blank and KMB were not authorized recipients, thereby  
20 violating 18 U.S.C. § 2721(c).

21  
22 202. Defendant Blank and KMB violated 18 U.S.C. § 2721(c) by re-disclosing or  
23 reselling Plaintiffs' and Class Members' information to Data Solutions of America, a non-  
24 authorized recipient:

25  
26 203. Defendant Blank and Data Solutions of America violated 18 U.S.C. § 2721(c) by  
27 re-disclosing or reselling Plaintiffs' and Class Members' information to Compact Information  
28 Systems, a non-authorized recipient.

1           204. Defendant Compact Information Systems violated 18 U.S.C. § 2721(c) by re-  
2 disclosing, or reselling Plaintiffs' and Class Members' information to CIS Affiliates, a non-  
3 authorized recipient.

4           205. Defendants Blank, KMB, DSOA, and CIS are liable directly and/or vicariously  
5 for re-disclosure and resale to CIS Affiliates, failing to use reasonable care to investigate CIS  
6 Affiliate's claimed DPPA permissible uses when re-disclosing and reselling Plaintiffs' and Class  
7 Members' motor vehicle records to the CIS Affiliates.

8           206. DPPA, 18 U.S.C. § 2722(b)(12), prohibits the use of motor vehicle records for  
9 bulk distribution for surveys, marketing or solicitations if the State has obtained the express  
10 consent of the person to whom such personal information pertains.

11           207. Defendant CIS Affiliates violated 18 U.S.C. § 2722(b)(12) by obtaining, using,  
12 re-disclosing, reselling, and purchasing the motor vehicle records for purposes that include  
13 marketing or solicitation, without express consent of Plaintiffs. Defendant Blank, KMB, Data  
14 Solutions of America, and Compact Information Systems permitted such access, intentionally,  
15 and on occasions, negligently.

16           208. Plaintiffs and the putative Class Members have suffered damages, as alleged  
17 herein, and pursuant to 18 U.S.C. § 2724(b)(1), are entitled to actual damages, but not less than  
18 liquidated damages in the amount of \$2,500 each.

19           209. Plaintiffs and the Class, pursuant to 18 U.S.C. § 2724(b)(1), are entitled to  
20 preliminary, equitable, and declaratory relief, in addition to statutory damages of the greater of  
21 money, actual and punitive damages, reasonable attorneys' fees, and Defendants' profits obtained  
22 from the above-described violations. Unless restrained and enjoined, Defendants will continue to  
23 commit such acts. Plaintiffs remedy at law is not adequate to compensate him for these inflicted  
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28



1 and threatened injuries, entitling Plaintiffs to remedies including injunctive relief as provided by  
2 18 U.S.C. § 2724(b)(1).

3 210. As a direct and proximate result of the aforesaid acts and activities of Defendants,  
4 Plaintiffs, and each of them, have been caused to sustain harm.

5 211. All of the acts and activities of Defendants, as heretofore set out, were performed  
6 intentionally, fraudulently, maliciously, knowingly, conspiratorially, and on occasion,  
7 negligently.  
8

9 212. Plaintiffs and Class Members were damaged thereby, and seek redress thereof.

10 **COUNT II**  
11 **Violations of the State Motor Vehicle Records Disclosure Acts**  
12 **On Behalf of All Classes, and against All Defendants**

13 213. Plaintiffs incorporate by reference and re-alleges all paragraphs previously alleged  
14 herein.

15 214. As set forth herein, Defendants violated State Motor Vehicle Records Disclosure  
16 Acts by engaging in the acts alleged in this complaint.

17 215. State Motor Vehicle Records Disclosure Acts are the implementation of the  
18 Federal Driver's Privacy Protection Act, 18 U.S.C. §2721 which regulates obtaining and  
19 disclosing personal information gathered by State Departments of Motor Vehicles, making it  
20 unlawful for a person or organization from knowingly obtaining or disclosing personal  
21 information or highly restricted personal information contained in motor vehicle records for any  
22 purpose not specifically enumerated under §2721(b).  
23

24 216. Accordingly, Defendants violated State Motor Vehicle Records Disclosure Acts  
25 by intentionally obtaining, re-disclosing, using, reselling, and purchasing Plaintiffs' and Class  
26 Members' motor vehicle records without knowledge, consent, or authorization, for purposes not  
27 specifically enumerated within the act.  
28

217. Defendants conducted business in multiple states. Pending discovery related to

1 which states Defendants Blank Entities and CIS obtained motor vehicle records from, and the  
 2 states Defendant Endurance Warranty Services conducted business in, the State Motor Vehicle  
 3 Disclosure Acts of Plaintiffs and Class Members within their respective states were violated,  
 4 violating one (1) of the following “State DPPA’s”:

5 Alabama public law 103-322; Alaska §28.10.505; Arizona §28-447, 28-  
 6 447,28-450; Arkansas § 27-50-901; California §1808.21; Colorado §42-  
 7 1-206; Connecticut §14-10; Delaware Title 21 section 305;  
 8 Florida §119.07(3); Georgia §40-2-130 , §40-3-23; Hawaii §286-172;  
 9 Idaho §49-202,49-203; Illinois §2-123; Indiana §9-13-3.5-1-15;  
 10 Iowa §321.11; Kansas §74-2012.74-2022, 45-219; Kentucky §61,874;  
 11 Louisiana enumerated U.S. Code Title 18 §2721-2725; Maine §29-A,  
 12 256, 153; Maryland §12-111-13; Massachusetts MGL Chap 6 §183;  
 13 Michigan M.C.L.A. §257.208c(3)(4); Minnesota §171.12, 170.23;  
 14 Mississippi §25-61-5; Missouri Title 12 CSR 10-42.050; Montana §61-  
 15 11-501; Nebraska 60-901-60-2913; Nevada §481.063; New Hampshire  
 16 Chapter 242,RSA 260:14; New Jersey §39:2-3.3; New Mexico §66-1-  
 17 4.14-66-2-14; New York, NY Vehicle and Traffic law §201,202,313, 354;  
 18 North Carolina , NCGS 20-43.1; North Dakota §39-06032(6),39-06.1-10;  
 19 Ohio §149.43, 4501.15,4501.27 and 4507.53; Oklahoma Title  
 20 51, §24A.3; Oregon §802.175-802.191; Pennsylvania Title 67 § 75 and  
 21 Title 75 § 6114; Rhode Island Section 1. Chapter 27-49; South Carolina  
 22 adopting §56-3-510, without DPPA federal exceptions specifically  
 23 enumerated by statute; South Dakota , SDCL 32-5-144-32-1-151;  
 24 Tennessee , TCA 39-14-602; Texas, Texas Transportation Code chapter  
 25 70 &731; Utah ,UCA 53-3-104 &53-3-109; Vermont ,23 VSA Chapter 3  
 26 and ! VSA Chapter 5, subchapter 3; Virginia §46.2-322; Washington  
 27 RCW 46.12.380 & 46.52.130. WAC 308-10-050; West Virginia §17A-  
 28 2A-1 et seq; Wisconsin , WI S.19.36 §341.17, adopting Federal Title 18  
 USC §2712-2725; Wyoming , adopting Federal Title 18 USC §2712-  
 2725.

218. State Motor Vehicle Records Disclosure Acts prohibit the release and disclosure  
 of personal information, as defined within each State’s Motor Vehicle Records Disclosure Act  
 related to personal information about an individual obtained by the State Motor Vehicle  
 Department, except as provided in permissible use regulates the prohibition on release and use of  
 certain personal information from state motor vehicle records.

219. The contents of the records obtained by Defendants pertaining to the Plaintiffs  
 and Class Members constitute a “motor vehicle record”, referencing “any record that pertains to

1 a motor vehicle operator's permit, motor vehicle title, motor vehicle registration, or identification  
2 card issued by a department of motor vehicles", within the meaning of State Motor Vehicle  
3 Records Disclosure Acts.

4 220. Plaintiffs and Class Members are "person[s] referencing" "an individual,  
5 organization, or entity, but does not include a State or agency thereof", within the meaning of  
6 Motor Vehicle Records Disclosure Acts.

7  
8 221. State Motor Vehicle Records Disclosure Acts "personal information" means  
9 information that identifies an individual, including an individual's photograph, social security  
10 number, driver identification number, name, address (but not the 5-digit zip code), telephone  
11 number, and medical or disability information; but does not include information on vehicular  
12 accidents, driving violations, and driver's status.

13  
14 222. State Motor Vehicle Records Disclosure Acts, prohibit any organization or entity  
15 from making any false representation to obtain any personal information or highly restricted  
16 personal information from an individual's motor vehicle record.

17  
18 223. Defendants violated State Motor Vehicle Records Disclosure Acts, individually,  
19 and in concert, by knowingly obtaining the Plaintiffs' and Class Members' motor vehicle records  
20 to use directly or indirectly, as Direct Marketing databases, knowingly, or in the alternative,  
21 providing such to CIS Affiliates that were soliciting and marketing Plaintiffs and Class  
22 Members, without express consent.

23  
24 224. Defendant KMB, Blank, Data Solutions of America, and CIS failed to use  
25 reasonable care to investigate CIS Affiliate's claimed DPPA permissible uses when disclosing  
26 and reselling Plaintiffs' and putative Class Members' motor vehicle records to the CIS Affiliates.

27 225. State Motor Vehicle Records Disclosure Acts, prohibits use of the motor vehicle  
28 records for bulk distribution for surveys, marketing, or solicitations unless the State has obtained

1 the express consent of the person to whom such personal information pertains.

2 226. Defendants are liable directly and/or vicariously for this cause of action. Plaintiffs  
3 and the Class therefore seek remedies as provided for by their respective State Motor Vehicle  
4 Records Disclosure Act, including such preliminary and other equitable or declaratory relief as  
5 may be appropriate, damages to be proven at trial, punitive damages to be proven at trial, and a  
6 reasonable attorney's fee and other litigation costs reasonably incurred.  
7

8 227. Plaintiffs and the putative Class Members have suffered damages, as alleged  
9 herein, and pursuant to their respective State Motor Vehicle Records Disclosure Act, are entitled  
10 to actual damages, but not less than liquidated damages.

11 228. Plaintiffs and the Class, pursuant to their respective State Motor Vehicle Records  
12 Disclosure Acts, are entitled to preliminary, equitable, and declaratory relief; in addition to  
13 statutory damages of the greater of money, actual and punitive damages, reasonable attorneys'  
14 fees, and Defendants' profits obtained from the above-described violations. Unless restrained  
15 and enjoined, Defendants will continue to commit such acts. Plaintiffs remedy at law is not  
16 adequate to compensate him for these inflicted and threatened injuries, entitling Plaintiffs to  
17 remedies including injunctive relief.  
18  
19

20 229. As a direct and proximate result of the aforesaid acts and activities of Defendant,  
21 Plaintiffs, and each of them, have been caused to sustain harm.

22 230. All of the acts and activities of Defendants, as heretofore set out, were performed  
23 intentionally, fraudulently, maliciously, knowingly, conspiratorially, and on occasion,  
24 negligently.  
25

26 231. Plaintiffs and Class Members were damaged thereby, and seek redress thereof.

27 **COUNT III**

28 **Violations of Common Law by Breach of Bailment:  
On Behalf of All Classes, and Against All Defendants**

232. Plaintiffs incorporate by reference and re-alleges all paragraphs previously alleged

1 herein.

2 233. As set forth herein, Defendants violated the Common Law by Breach of Bailment of  
3 Plaintiffs and Class Members by engaging in the acts alleged in this complaint.

4 234. The Common Law prohibits damage to property held in Bailment. A Bailment  
5 arises where possession, but not ownership, of property is transferred from one party (“Bailor”)  
6 to another (“Bailee”). Where a Bailee has received a bailment from a Bailor, a duty of care is  
7 owed. Typically, a Bailee is strictly liable for the bailment.

8  
9 235. Accordingly, Defendants failed its duty to exercise reasonable care to safeguard  
10 and protect Plaintiffs’ and Class Members’ motor vehicle records.

11 236. Plaintiffs’ and Class Members’ delivered Personal Identifying Information and  
12 motor vehicle information to the State Motor Vehicle Department when registering their vehicle.

13  
14 237. Defendants, acting in deception, concealed its purpose to access Plaintiffs’ and  
15 Class Members’ motor vehicle records from the state, accepting such for impermissible purposes  
16 which violated the DPPA, for purposes which include marketing and solicitation Plaintiffs’ and  
17 Class Members’, without express consent.

18 238. Defendants owed a legal duty, pursuant to the Driver’s Privacy Protection Act, 18  
19 U.S.C. §2721, State Motor Vehicle Records Disclosure Acts, and the contract with the state,  
20 creating a fiduciary duty as custodian of the Plaintiffs’ and Class Members’ motor vehicle  
21 records, when it took actual possession of, or control over, Plaintiffs’ and Class Members’ motor  
22 vehicle records.

23  
24 239. Defendants accepted consideration, by Plaintiffs’ and Class Members; exchange  
25 of value when they relinquished the immediate right to control or possess the property inherent  
26 with the personal identifying information and motor vehicle information contained in Plaintiffs’  
27 and Class Members’ motor vehicle records.

28 240. Defendants used the bailment for purposes which violated the Driver’s Privacy

1 Protection Act, 18 U.S.C. §2721, thus terminating the bailment, re-disclosing and/or reselling the  
2 bailment and failing to return the property in the state it existed prior to the bailment.

3 241. As a direct and proximate result of the aforesaid acts and activities of Defendant,  
4 Plaintiffs, and each of them, have been caused to sustain harm.

5 242. All of the acts and activities of Defendant, as heretofore set out, were performed  
6 intentionally, fraudulently, maliciously, knowingly, conspiratorially, and on occasion,  
7 negligently.  
8

9 243. Plaintiffs and Class Members were damaged thereby, and seek redress thereof.

10 **COUNT IV**  
11 **Violations of Common Law by Conversion:**  
12 **On Behalf of All Classes, and Against All Defendants**

13 244. Plaintiffs incorporate by reference and re-alleges all paragraphs previously alleged  
14 herein.

15 245. As set forth herein, Defendants violated the Common Law by Conversion of  
16 Plaintiffs and Class Members by engaging in the acts alleged in this complaint.

17 246. The common law prohibits the intentional intermeddling with personal property,  
18 such as motor vehicle records, in the possession of another, which results in the deprivation of  
19 the use of the personal property or impairment of the condition, quality, or usefulness of the  
20 personal property.  
21

22 247. Accordingly, Defendants unlawfully exercised dominion over Plaintiffs' and  
23 Class Members' motor vehicle records and thereby converted this property, by obtaining, using,  
24 re-disclosing, reselling, and purchasing personal identifying information contained with the  
25 motor vehicle records.  
26

27 248. By engaging in the acts alleged in this complaint, without the authorization or  
28 consent of Plaintiffs and Class Members, Defendants dispossessed Plaintiffs and Class Members  
from use and/or access to their motor vehicle records, or parts of them. Further, these acts

1 impaired the use, value, and quality of Plaintiffs' and Class Members' motor vehicle records.

2 Defendants' acts constituted an intentional interference with the use and enjoyment of the motor  
3 vehicle records. By the acts described above, Defendants have repeatedly and persistently  
4 engaged in trespass to personal property in violation of the common law.

5 249. Without Plaintiffs' and Class Members' express consent, Defendants knowingly  
6 and intentionally accessed Plaintiffs' and Class Members' property, thereby intermeddling with  
7 Plaintiffs' and Class Members' right to possession of the property, and causing injury to  
8 Plaintiffs and the members of the Class.

9  
10 250. Defendants engaged in deception and concealment in order to gain access to  
11 Plaintiffs' and Class Members' motor vehicle records.

12 251. Defendants' trespass to chattels, nuisance, interference, unauthorized access of  
13 and intermeddling with Plaintiffs' and Class Members' property, caused injury and impairment  
14 in the condition and value of Class Members' motor vehicle records.

15  
16 252. As a direct and proximate result of the aforesaid acts and activities of Defendants,  
17 Plaintiffs, and each of them, have been caused to sustain harm.

18 253. All of the acts and activities of Defendants, as heretofore set out, were performed  
19 intentionally, fraudulently, maliciously, knowingly, conspiratorially, and on occasion,  
20 negligently.

21  
22 254. Plaintiffs and Class Members were damaged thereby, and seek redress thereof.

23 **COUNT V**  
24 **Violations of Common Law by**  
25 **Invasion of Privacy and Seclusion and Public Disclosure of Private Facts:**  
26 **On Behalf of All Classes, and Against All Defendants**

27 255. Plaintiff incorporates by reference and re-alleges all paragraphs previously  
28 alleged herein.

1           256. As set forth herein, Defendants violated the Common Law by Invasion of Privacy  
2 and Seclusion and Public Disclosure of Private Facts of Plaintiffs and Class Members by  
3 engaging in the acts alleged in this complaint.

4           257. The Common Law prohibits the invasion of privacy tort of public disclosure of  
5 private facts, the elements are (1) public disclosure, (2) of a private fact, (3) which would be  
6 offensive and objectionable to the reasonable person, and (4) which is not of legitimate public  
7 concern. The elements of the invasion of privacy tort of intrusion into seclusion are (1) intrusion  
8 into a private place, conversation or matter, (2) in a manner highly offensive to a reasonable  
9 person.  
10

11           258. Accordingly, Defendants violated the Common Law by Invasion of Privacy and  
12 Seclusion and Public Disclosure of Private Facts, due to the taking, and public disclosure of  
13 Personal Identifying Information contained within Plaintiffs' and Class Members' motor vehicle  
14 records.  
15

16           259. The private affairs of the Plaintiff and Class Member include the contents of their  
17 motor vehicle records. This information is especially private because it reveals an individual's  
18 name, address, and their motor vehicle information, which should not be publicly disclosed such  
19 information that reasonable people ordinarily understand to be private, especially when stored  
20 with State Motor Departments.  
21

22           260. Defendants' actions relating to Plaintiffs' and Class Members' motor vehicle  
23 records were in violation of the Driver's Privacy Protection Act, 18 U.S.C. §2721 and in flagrant  
24 contravention of contractual State obligations, resulted in the taking and the public disclosure of  
25 such private information, as well as in intrusion into their private matters.  
26

27           261. Plaintiffs' and the Class Members' motor vehicle records are not a matter of  
28 legitimate public concern. Therefore, publicizing, disseminating, exposing or surreptitiously



1 obtaining Plaintiffs' and Class Members' private motor vehicle records is, and will continue to  
2 be regarded as, highly offensive and objectionable to reasonable people, especially where, as  
3 here, the commission of a crime (i.e., the illegal and obtainment, use, re-disclosure, and resale of  
4 motor vehicle records.

5         262. Plaintiff and the Class Members were, and continue to be, damaged as a direct  
6 and/or proximate result of Defendants' invasion of their privacy by the public disclosure of their  
7 private facts- the contents of their private motor vehicle records. Plaintiff and the Class members  
8 are entitled to recover actual and nominal damages. Such damages include expenses for securing  
9 their motor vehicle records from another similar invasion of privacy, costs associated with re-  
10 securing the data, and procuring and verifying the removal, deletion and scrubbing of the MVR  
11 data and data points from the Defendants' records, computers and systems, out of pocket  
12 expenses, and other economic and non- economic harm, for which they are entitled to  
13 compensation.  
14

15         263. Defendants' wrongful actions constitute invasions of Plaintiffs' and Class  
16 Members' privacy by disturbing their seclusion and publicly disclosing their private facts  
17 contained in their motor vehicle records. As a direct and proximate result, Plaintiff and the Class  
18 Members were harmed and suffered damages.  
19

20         264. As a direct and proximate result of the aforesaid acts and activities of Defendants,  
21 Plaintiffs, and each of them, have been caused to sustain harm.  
22

23         265. All of the acts and activities of Defendants, as heretofore set out, were performed  
24 intentionally, fraudulently, maliciously, knowingly, conspiratorially, and on occasion,  
25 negligently.  
26

27         266. Plaintiffs and Class Members were damaged thereby, and seek redress thereof.  
28

**COUNT VI**  
**Violations of Common Law by Negligence:**  
**On Behalf of All Classes, and Against All Defendants**

Class Action Complaint

1           267. Plaintiffs incorporate by reference and re-alleges all paragraphs previously alleged  
2 herein.

3           268. As set forth herein, Defendants violated the Common Law of Negligence of  
4 Plaintiffs and Class Members by engaging in the acts alleged in this complaint.

5           269. The Common Law prohibits acts, or omission to act wherein parties owe a duty,  
6 breached that duty by failing to conform to the required standard of conduct, the negligent  
7 conduct was the cause of harm to the Plaintiff, and the Plaintiff was in fact, harmed, or damaged.

8           270. Accordingly, Defendants violated the Common Law by Negligence, due to acts or  
9 omission to act, by obtaining, re-disclosing, using, and reselling Plaintiffs' and Class Members'  
10 motor vehicle records, without knowledge, consent, or authorization.

11           271. Defendants came into possession of Plaintiffs' and Class Members' motor vehicle  
12 records and had a duty to exercise reasonable care in safeguarding and protecting such data.

13           272. Defendants owed a duty of care to Plaintiff and Class Members.

14           273. Defendants failed to exercise reasonable care in safeguarding and protecting the  
15 motor vehicle records of Plaintiff and Class Members.

16           274. Defendants breached such duty by negligently obtaining, using, re-disclosing, and  
17 reselling, Plaintiffs' and Class Members' motor vehicle records.

18           275. Defendants failed to fulfill its duty to Plaintiff and Class Members, failing to  
19 fulfill even the minimum duty of care to protect Plaintiffs' and Class Members' personal  
20 information, privacy, and security.

21           276. Defendants breached their duty by negligently obtaining, using, re-disclosing, and  
22 reselling Plaintiffs' and Class Members' motor vehicle records, without any notice or  
23 authorization of its purposes, so that Defendants could use such to market and solicit to  
24 Plaintiffs' and Class Members', without their express consent.

25           277. Defendants KMB and Blank also negligently re-disclosed and/or resold Plaintiffs'

1 and Class Members' motor vehicle records to Defendant Data Solutions of America without  
2 exercising reasonable care to examine and investigate its claimed DPPA permissible uses, failing  
3 to fulfill even the minimum duty of care to safeguard and protect Plaintiffs' and Class Members'  
4 motor vehicle records.

5         278. Defendants Blank Entities also negligently re-disclosed and/or resold Plaintiffs'  
6 and Class Members' motor vehicle records to Defendant CIS without exercising reasonable care  
7 to examine and investigate its claimed DPPA permissible uses, failing to fulfill even the  
8 minimum duty of care to safeguard and protect Plaintiffs' and Class Members' motor vehicle  
9 records.  
10

11         279. Defendant Compact Information Systems also negligently re-disclosed and/or  
12 resold Plaintiffs' and Class Members' motor vehicle records to Defendant CIS Affiliates without  
13 exercising reasonable care to examine and investigate its claimed Driver's Privacy Protection  
14 Act permissible uses, failing to fulfill even the minimum duty of care to safeguard and protect  
15 Plaintiffs' and Class Members' motor vehicle records.  
16

17         280. Defendants Blank, as Vice President of the Vehicle Division at Compact  
18 Information Systems, also negligently re-disclosed and/or resold Plaintiffs' and Class Members'  
19 motor vehicle records to Defendant Endurance Warranty Services without exercising reasonable  
20 care to examine and investigate its claimed DPPA permissible uses, failing to fulfill even the  
21 minimum duty of care to safeguard and protect Plaintiffs' and Class Members' motor vehicle  
22 records.  
23

24         281. As a direct and proximate result of the aforesaid acts and activities of Defendants,  
25 Plaintiffs, and each of them, have been caused to sustain harm.  
26

27         282. All of the acts and activities of Defendants, as heretofore set out, were performed  
28 intentionally, fraudulently, maliciously, knowingly, conspiratorially, and on occasion,

1 negligently.

2 283. Plaintiffs and Class Members were damaged thereby, and seek redress thereof.

3 **COUNT VII**

4 **Violations of Common Law by Trespass to Personal Property / Chattels:**  
5 **On Behalf of All Classes, and Against All Defendants**

6 284. Plaintiffs incorporate by reference and re-alleges all paragraphs previously alleged  
7 herein.

8 285. As set forth herein, Defendants violated the Common Law by Trespass to  
9 Personal Property / Chattels of Plaintiffs and Class Members by engaging in the acts alleged in  
10 this complaint.

11 286. The Common Law prohibits the intentional intermeddling with personal property,  
12 including motor vehicle records in possession of another, which results in the deprivation of the  
13 use of the personal property or impairment of the condition, quality, usefulness, or privacy of the  
14 personal property.

15 287. Accordingly, Defendants violated the Common Law by Trespassing to Personal  
16 Property / Chattels, due to acts or omission to act, by obtaining, re-disclosing, using, and  
17 reselling Plaintiffs' and Class Members' motor vehicle records, without knowledge, consent, or  
18 authorization.

19 288. By engaging in the acts alleged in this complaint, without the authorization or  
20 consent of Plaintiffs and Class Members, Defendants dispossessed Plaintiffs and Class Members  
21 from use and/or access to their motor vehicle records, or parts of them. Further, these acts  
22 impaired the use, value, and quality of Plaintiffs' and Class Members' motor vehicle records.  
23 Defendants' acts constituted an intentional interference with the use and enjoyment of the motor  
24 vehicle records. By the acts described above, Defendants has repeatedly and persistently engaged  
25 in trespass to personal property in violation of the common law.

26 289. Without Plaintiffs' and Class Members' consent, or in excess of any consent

1 given, Defendants knowingly and intentionally accessed Plaintiffs' and Class Members'  
2 property, thereby intermeddling with Plaintiffs' and Class Members' right to possession of the  
3 property, and causing injury to Plaintiffs and the members of the Class.

4 290. Defendants engaged in deception and concealment in order to gain access to  
5 Plaintiffs' and Class Members' motor vehicle records.

6 291. Defendants' trespass to chattels, nuisance, interference, unauthorized access of  
7 and intermeddling with Plaintiffs' and Class Members' property, caused injury and impairment  
8 in the condition and value of Class Members' motor vehicle records.

9 292. As a direct and proximate result of the aforesaid acts and activities of Defendants,  
10 Plaintiffs, and each of them, have been caused to sustain harm.

11 293. All of the acts and activities of Defendants, as heretofore set out, were performed  
12 intentionally, fraudulently, maliciously, knowingly, conspiratorially, and on occasion,  
13 negligently.

14 294. Plaintiffs and Class Members were damaged thereby, and seek redress thereof.

15  
16  
17 **COUNT VIII**  
18 **Violations of Common Law by Unjust Enrichment:**  
19 **On Behalf of All Classes, and Against All Defendants**

20 295. Plaintiffs incorporate by reference, and re-allege all paragraphs previously alleged  
21 herein.

22 296. As set forth herein, Defendants violated the Common Law by Unjust Enrichment  
23 of Plaintiffs and Class Members by engaging in the acts alleged in this complaint.

24 297. The Common Law prohibits that benefits be unlawfully obtained to the detriment  
25 of others, and requires three (3) conditions be met to force reimbursement, compensation, or  
26 unjust enrichment: (1) an actual enrichment or benefit to the Defendant, (2) a corresponding  
27 deprivation to the Plaintiff, and (3) the absence of a legal reason for the Defendants' enrichment.  
28

1           298. Accordingly, Defendants unlawfully obtained or acquired, and then disclosed or  
2 sold, personal information or highly restricted personal information derived from motor vehicle  
3 records pertaining to Plaintiff and Class Members:

4           Defendants has been unjustly enriched in that it received and retained the benefits of the  
5 proceeds from the sale of personal information or highly restricted personal information derived  
6 from motor vehicle records, that it would not have received but for its misconduct as alleged  
7 herein;  
8

9           Said benefits were unlawfully obtained to the detriment of Plaintiff and Class members,  
10 whose personal information or highly restricted personal information derived from motor vehicle  
11 records is of value to them as personal property which they desired to remain private;  
12

13           Allowing Defendants to retain the aforementioned benefits violates fundamental  
14 principles of justice, equity, and good conscience.

15           299. Plaintiffs and Class Members are entitled to and hereby seek disgorgement and  
16 restitution of the benefits obtained by Defendants through its unlawful conduct.

17           300. As a direct and proximate result of the aforesaid acts and activities of Defendants,  
18 Plaintiffs, and each of them, have been caused to sustain harm.  
19

20           301. All of the acts and activities of Defendants, as heretofore set out, were performed  
21 intentionally, fraudulently, maliciously, knowingly, conspiratorially, and on occasion,  
22 negligently.

23           302. Plaintiffs and Class Members were damaged thereby, and seek redress thereof.  
24

25                           **PRAYER FOR RELIEF**

26           WHEREFORE, Plaintiffs, individually, and on behalf of all others similarly situated,  
27 respectfully prays for judgment against Defendants as follows:

- 28           a) For an order certifying that this action may be maintained as a class action under  
Fed. R. Civ. P. 23(a) and (b)(1)(a), (b)(2), and (b)(3);

- b) For an order designating Plaintiffs and their counsel as representatives of the Class;
- c) For a declaration that Defendants' actions violated the Federal Driver's Privacy Protection Act, 18 U.S.C. §2721, and for all actual damages, statutory damages, penalties, and remedies available as a result of Defendants' violations of the DPPA, but not less than liquidated damages in the amount of \$2,500 for each Plaintiff and each member of the Class;
- d) For a declaration that Defendants' actions violated the State Motor Vehicle Records Disclosure Acts, within each Plaintiffs' and Class Members' respective state, and for all actual damages, statutory damages, penalties, and remedies available as a result of Defendants' violations of the State Motor Vehicle Records Disclosure Acts, for each Plaintiff and each member of the Class;
- e) For a declaration that Defendants' actions resulted in Breach of Bailment, and for all actual damages, statutory damages, penalties, and remedies available as a result of Defendants' violation of Conversion, for each Plaintiff and each member of the Class;
- f) For a declaration that Defendants' actions resulted in Conversion, and for all actual damages, statutory damages, penalties, and remedies available as a result of Defendants' violation of Conversion, for each Plaintiff and each member of the Class;
- g) For a declaration that Defendants' actions resulted in Invasion of Privacy and Seclusion and Public Disclosure of Private Facts, and for all actual damages, statutory damages, penalties, and remedies available as a result of Defendants' violation of Conversion, for each Plaintiff and each member of the Class;
- h) For a declaration that Defendants' actions resulted in Negligence, and for all actual damages, statutory damages, penalties, and remedies available as a result of Defendants' violation of Conversion, for each Plaintiff and each member of the Class;
- i) For a declaration that Defendants' actions resulted in Trespass to Personal Property / Chattels, and for all actual damages, statutory damages, penalties, and remedies available as a result of Defendants' Trespassing to Personal Property / Chattels, for each Plaintiff and each member of the Class;
- j) For a declaration that Defendants' actions resulted in Unjust Enrichment, and for all actual damages, statutory damages, penalties, and remedies available as a result of Defendants' resulted in Unjustly Enrichment, for each Plaintiff and each member of the Class;
- k) As applicable to the Class mutatis mutandis, awarding injunctive and equitable relief including, inter alia: (i) prohibiting Defendants from engaging in the acts alleged above; (ii) requiring Defendants to disgorge all of its ill-gotten gains to Plaintiffs and the other Class Members motor vehicle records, or to whomever the Court deems appropriate; (iii) requiring Defendants to delete all motor vehicle

records collected through the acts alleged above; (iv) awarding Plaintiffs and Class Members full restitution of all benefits wrongfully acquired by Defendants by means of the wrongful conduct alleged herein; and (v) ordering an accounting and constructive trust imposed on the data, funds, or other assets obtained by unlawful means as alleged above, to avoid dissipation, fraudulent transfers, and/or concealment of such assets by Defendants;

l) For a preliminary and permanent injunction restraining Defendants, its officers, agents, servants, employees, and attorneys, and those in active concert or participation with any of them from:

- 1) Obtaining, directly or indirectly, Plaintiffs' and Class Members' Motor Vehicle Records, derived in whole or part, from data maintained by the State Motor Vehicle Department, for purposes that violate the Driver's Privacy Protection Act;
- 2) Using, processing, and disseminating, Plaintiffs' and Class Members' motor vehicle records for purposes that violate the DPPA;
- 3) Re-disclosing by reselling Plaintiffs' and Class Members' motor vehicle records for purposes that violate DPPA;
- 4) Using, directly or indirectly, Plaintiffs' and Class Members' motor vehicle records to market and solicit Plaintiffs' and Class Members', without their express consent, for purposes that violate the DPPA.

m) A permanent injunction enjoining and restraining Defendants, and all persons or entities acting in concert with them during the pendency of this action and thereafter perpetually, from:

- 1) Obtaining, directly or indirectly, Plaintiffs' and Class Members' Motor Vehicle Records, derived in whole or part, from data maintained by the State Motor Vehicle Department, for purposes that violate the Driver's Privacy Protection Act;
- 2) Using, processing, and disseminating, Plaintiffs' and Class Members' motor vehicle records for purposes that violate the DPPA;
- 3) Re-disclosing by reselling Plaintiffs' and Class Members' motor vehicle records for purposes that violate DPPA;
- 4) Using, directly or indirectly, Plaintiffs' and Class Members' motor vehicle records to market and solicit Plaintiffs' and Class Members', without their express consent, for purposes that violate the DPPA.



- 1 n) For an award to Plaintiff and the Class of their costs and expenses of this  
2 litigation;  
3 o) For an award to Plaintiff and the Class for their reasonable attorneys' fees;  
4 p) An award to Class Members of damages, including but not limited to:  
5 compensatory, statutory, exemplary, aggravated, and punitive damages, as  
6 permitted by law and in such amounts to be proven at trial;  
7 q) For pre-and post-judgment interest as allowed by law; and  
8 r) For such other relief as the Court may deem just and proper.

9 Dated: December 27, 2013

Respectfully submitted,  
LAW OFFICES OF JOSEPH H. MALLEY P.C.

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15 Attorney for Plaintiffs Jane Doe, Toby Cross  
16 individually and on behalf of a class of similarly  
17 situated individuals  
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**JURY DEMAND**

Plaintiff requests trial by jury of all claims that can be so tried.

Dated: December 27, 2013

Respectfully submitted,  
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